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The Solicitors' Journal

VOL. LXXIX. **Saturday, March 16, 1935.** No. 11

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Current Topics.

Legal Research.

If the call for legal research fails to touch a responsive chord in the minds of many of the profession the blame cannot certainly be attributed to Lord Macmillan, whose advocacy of the subject is untiring and ever eloquent. Again, last week, at the annual dinner of the University of London Law Society, he adverted to the subject and expressed the hope that it would be possible to inaugurate an institute of legal research which, besides helping to make better known the early development of legal ideas and the growth of the system such as we have it to-day, would reveal the extraordinary fascination which the law can exercise on the mind of the student. Lord Macmillan declared that it was preposterous to think of the law as dry as dust. Long ago Lord Bramwell, a practical man if ever there was one, said: "The law is so dry? I deny it. Of the four volumes of Blackstone's Commentaries three, to my mind, are most agreeable reading." Research is in the air at the moment. In Scotland the Stair Society, intended to do for that country what the Selden Society has done, and is doing, for England, has been successfully launched and has issued a programme of its intended publications which should not only be interesting in themselves but likewise useful in throwing light on present-day problems. Not all members of the solicitor branch of the profession, we venture to hope, resemble him in whose office Sir Harold Morris spent some part of his legal youth, and who said to him on leaving, "I hope you will do well at the Bar. I can't say that I have any particular advice to give you, but if you want to please solicitors always bear in mind that though the love of the law is a great thing, costs are even more important." No doubt costs are important, being sometimes facetiously termed the real merits of litigation, but there is a grandeur about the law itself to which legal research will more fully testify.

Mr. Justice Horridge on King's Bench Business.

Giving evidence before the Royal Commission on the Dispatch of Business at Common Law last Friday week, Horridge, J., pronounced the New Procedure List an unqualified success. Two judges were sufficient to deal with it at present as the lists were not too congested to allow an early date of trial being fixed. The learned judge expressed himself as seeing no reason for extending the jurisdiction of county courts so long as the power to remit cases to them was carefully exercised. He disagreed with the suggestion that Masters should exercise the jurisdiction of county court judges in the Metropolitan area, disapproved of the proposal to create district recorders, and thought it most desirable that criminal cases other than those now generally dealt with by courts of recorders or quarter sessions should be tried by a High Court judge. It had, the learned judge said, been one of the traditions of English justice that a red judge went at least once every year into every county in England and the inhabitants could then see justice administered at its best. With regard to the grouping of assizes it was suggested that a jury sitting at a grouped assize might well object to trying cases from a number of other places, while the facility with which a prisoner's friends can now attend his trial and realise that he was being fairly tried (which might be affected if the case were heard at a distance) was emphasised. The learned judge thought that on the whole it had been found a good thing to have no compulsory retiring age for judges. In his lordship's experience, at least recently, the heavy work was not necessarily done by junior judges. The experience of senior judges was of valuable assistance in the administration of justice.

Retiring Age for Judges.

Dealing with this point in the course of a memorandum submitted to the Commission on the same day, Mr. T. J. O'Connor, K.C., advocated the appointment of judges for a fixed period, say fifteen years, with power to retire at the end of that period, or to apply for a five years' extension of service at a suitable increase in their pension allowance, if the Lord Chancellor approved. He expressed the opinion that there should be no fixed retiring age for judges, and said that every practitioner knew of instances not only of great judicial alertness at very advanced ages but of cases in which full judicial powers had come to their highest maturity at seventy or over. The witness was opposed to longer daily sittings and favoured the increase of judges' salaries or, preferably, payment thereof free of tax. Unless there was some argument which he imperfectly understood on the present data emanating from the solicitors' branch of the profession, he could see no good reason for the maintenance of the Long Vacation. There was an overwhelming case for twenty-four permanent judges of the King's Bench Division; and of these never fewer than twelve should be in London. Criticism was directed to the courts and court buildings.

Lord Justice Roche.

Giving evidence last Tuesday, Roche, L.J., intimated that he would leave the circuit system substantially as it is at present with, perhaps, some minor alterations, and that the limitation of the number of circuit towns to ten or twelve

would be neither just nor expedient. Reference was made to a number of towns which would be cut out of a circuit, and the resentment (with good reason) which would result, and it was suggested that the proposed limitation in the number of assize towns would hamper the efforts now being made to avoid sending to prison young people with whom so much of the criminal work nowadays is concerned. The learned lord justice said that it was astonishing how many assisted in the matter. Employers came to the court, parents came, and probation officers came. Such work can only be done locally. The approval was expressed of the county system which, sanctioned by long usage, had, broadly speaking, worked well. The county police were, it was pointed out, organised on a county basis. Every criminal should, so far as possible, be tried in his own county. The present system being retained for criminal work, there did not, it was said, seem much object to be gained in depriving localities of the civil business which was now conducted at their own doors. The suggestion understood to have been made by Lord WRIGHT that there should be a judge in London in charge of the various lists would, the learned lord justice thought, be very efficacious. The judges would be able to arrange the work of their own lists. With regard to the same learned lord's suggestion that there should be a committee to assist the Lord Chief Justice, ROCHE, L.J., alluded to an existing resolution of the judges to that end. In May, 1894, a resolution had been passed that a standing joint committee consisting of the Lord Chief Justice and four judges of the Queen's Bench Division, to be appointed annually on the first day of the Michaelmas sittings, should consider and report to the judges on any suggested amendments of procedure or on any other matter which they might deem advisable. That committee should be used, but it should be constituted out of those judges who from time to time were in Town and were the judges in control of the lists. The learned judge said that it was possible to allow for sufficient judges to be in Town and yet for the circuits to be adequately manned. Fusion of the Admiralty and Commercial Courts was not favoured.

Reorganisation of the Circuit System.

WHEN referring last week to Lord WRIGHT's evidence before the Royal Commission on the Dispatch of Business at Common Law, we mentioned the suggestion that the number of assize towns should be reduced to about ten (from the present fifty-six). That suggestion was recently criticised at the York Assizes by ATKINSON, J., who said that it would mean the end of the circuit system as we had known it for many hundreds of years. According to the report in *The Times*, the learned judge said that " he could not help thinking that in many of these proposals far too much attention was being given to facilitating the administration of justice and far too little attention was being given to the obtaining of justice. . . . A great deal was said about the value of judicial time, but after all the time of litigants and witnesses was certainly of no less importance." Reference was made to the convenience of doctors in motor cases, business men and others concerned in litigation secured by the existing system. Doctors who can now be called to the court by telephone would have to be in attendance all the time if cases were tried one hundred or more miles away. Moreover, in his lordship's experience, when people want a case tried by jury they want a jury of their own county. Words falling from the lips of ATKINSON, J., on this subject will receive more than ordinary attention in view of his lordship's extensive experience in the work of the northern circuit—which, perhaps more than any other, would suffer from a reduction in the number of assize towns. It will be remembered that the original suggestion was made in order that the time required to deal with assize work might be forecast with some accuracy and so render easier the preparation of the London lists and arranging dates for trial. ATKINSON, J., suggested that the difficulties could be overcome by requiring judges to fix only the opening day of the circuit and requiring civil cases to be entered ten days before that date. Judges would know the number of prisoners committed for trial and then fix dates for different assize towns with a reasonable chance of following fixed times.

Inland Revenue Receipts.

THE recently published seventy-seventh report of the Commissioners of Inland Revenue for the year ended 31st March, 1934 (Stationery Office, Cmd. 4739, 1s. 6d. net), shows that the total number of estates liable to estate duty during the period in question was 134,193, of which 8,334 exceeded £10,000 in value. There was one estate of over £3,000,000 and thirteen of over £1,000,000. The report contains an instructive table with regard to the number of persons in receipt of incomes exceeding £2,000, and indicates a progressive reduction in the number of such incomes and the various groups into which they are divided (up to incomes over £100,000) since the financial year 1929-30, when the total incomes of 108,532 persons were assessed at £591,525,960. For the year 1932-33 there were 84,175 persons in receipt of incomes totalling £414,101,427. A comparison of the two years above shows that the number of incomes over £20,000 but under £25,000 has declined by nearly one-half, while the number of those over £75,000 but under £100,000 has fallen by practically two-thirds. These figures are taken as examples from the table already referred to. The gross amount collected during the year with which the report deals (including amounts collected by other Departments on behalf of the Inland Revenue Commissioners) was £446,639,596. The cost of collection amounted to £8,018,539, or 1.79 per cent. of the total sum obtained.

The Housing Bill.

IMPORTANT provisions of the Housing Bill recently considered by the Standing Committee include those of cl. 19, which enlarges the existing powers of a local authority to acquire houses and other buildings for housing purposes by amending Pt. III of the Housing Act, 1925. It was suggested that under the clause a local authority might acquire a well-managed estate in order to re-house thereon people living on an adjoining overcrowded estate, and an amendment was moved to provide that a local authority should not be permitted to acquire houses if the owner was prepared to carry out the work that was required. The Minister of Health signified agreement with the proposition that any owner who wished to do the work of re-conditioning should be allowed to do it, and stated that the Bill provided for owners the protection desired. The clause was ordered to stand part of the Bill, as was cl. 22, which provides for the appointment of a Central Housing Advisory Committee. Sir HILTON intimated that it was valuable that the Minister should have at his disposal all the knowledge of housing that was available in the country, while it was necessary that the executive power should be reserved to him. The next clause provides for the establishment of Housing Management Commissions " where it appears to a local authority to be expedient," with a view to a transfer of the powers and functions of the latter to the former. It was urged in opposition to the suggestion that the appointment of such commissions should be compulsory, that these would not give the kind of sympathetic consideration to tenants that was given by local authorities themselves. On the other hand, the danger of pressure being put upon local representatives in respect of housing administration was urged. The Minister of Health indicated that he was willing to reconsider the question before the report stage, the amendment was withdrawn, and the clause was ordered to stand part of the Bill.

Matrimonial Causes Bill Amended.

ON the motion to go into committee on the Matrimonial Causes (Amended Procedure) Bill Lord MERRIVALE outlined several amendments which were agreed to, and the Bill as

amended was reported to the House of Lords last Thursday week. Lord MERRIVALE referred to discussion which he had had with representatives of the magistrates relative to the question whether it was not desirable to sever conciliation proceedings from the ordinary magisterial proceedings in the courts. The main change was proposed in the light of the suggestion that the justices should consider a sworn statement made by an applicant and that it should be open to them to have the parties brought before them with a view to conciliation rather than that a summons should be issued and the parties brought before the court for a hearing in the ordinary way. It was intimated that if conciliation failed the ordinary procedure might then be followed. Other amendments in great part follow from the foregoing change. A sub-section has, however, been introduced extending the operation of the Bill to the City of London. The Bill passed through the Report stage last Tuesday.

The Speed Limit.

MONDAY, 18th, will see the bringing into operation of the remaining sub-sections of s. 1 of the Road Traffic Act, 1934. Sub-section (1) provides that, subject to the provisions of the Act, it shall not be lawful for any person to drive a motor vehicle on the road in a built-up area at a speed exceeding thirty miles an hour. A built-up area is a length of road where (*a*) " a system of street lighting furnished by means of lamps placed not more than two hundred yards apart is provided thereon, unless a direction that it shall be deemed not to be a road in a built-up area is in force under this section ; or (*b*) if a direction that it shall be deemed to be a built-up area is in force under this section ; and not otherwise." By sub-s. (2) contravention of sub-s. (1) renders the person guilty of an offence under s. 10 of the Road Traffic Act, 1930. That section has been very considerably amended by s. 2 of the Act of 1934. The remaining sub-sections ((3)-(10)) of s. 1 of the Road Traffic Act, 1934, came into operation at the beginning of the present year.

Recent Decisions.

AMONG recent decisions should be noted that in *Brown* v. *Monmouthshire County Council* (*The Times*, 13th March), one of four appeals from the county court judge at Newport. In allowing the appeal the Court of Appeal held that a medical practitioner when called in by a certified midwife in such emergencies as are contemplated by s. 14 of the Midwives Act, 1918, is entitled to fees according to the scale fixed by the Local Government Board (now the Ministry of Health). Clause 8 of the regulations of the Minister of Health contained in a circular dated 20th December, 1922, is, it was held, *ultra vires*.

In *Re Walker's Settlement ; Royal Exchange Assurance* v. *Walker and Others* (p. 195 of this issue), EVE, J., held that a proposed scheme for the transfer to the London Associated Electricity Undertakings, Ltd., of the issued capital of the Westminster Electric Supply Corporation, Ltd., was not an amalgamation within the meaning of s. 10, sub-s. (3), of the Trustee Act, 1925. The scheme in question related to the acquisition by the former company of the stock and share capital of the latter and five other similar companies.

In *Mackay* v. *London General Insurance Co. Ltd.* (*The Times*, 14th March) it was held that the defendants were justified at law in repudiating a policy owing to the plaintiff's inaccurate answers to the familiar questions in the proposal form of a motor policy relating to refusals, cancellations, increased premiums or special conditions required by previous insurers or to convictions. Some three years prior to the present case a company had required the plaintiff to bear the first £2 10s. of the risk on a motor-cycle policy and at one time he had been fined 10s. for driving with defective brakes. SWIFT, J., intimated that the law was clear on the subject (*Dawson Ltd.* v. *Bonnin* [1922] A.C. 413), but said that the plaintiff had been very badly treated.

The "Eelworm" Case.

EFFECT UPON AGRICULTURAL TENANCY AGREEMENTS.

THE judgment of Porter, J., in *Deramore* (*Lord*) v. *Hobson*, referred to in a recent issue (79 SOL. J. 39), is by far the most important and far-reaching judgment delivered in an agricultural case within recent years.

Section 30 of the Agricultural Holdings Act, 1923, has received by this judgment an extended interpretation which may have unforeseen and serious consequences. The custom of the country is always implied in any contract of tenancy unless there is a covenant in the written document which is expressly inconsistent with such custom (*Wigglesworth* v. *Dallison* (1779)) ; and a tenant, on quitting his farm, may elect to claim compensation for improvements to which he may be entitled under custom in lieu of any compensation under the statute (s. 1, sub-s. (3)). But for the protection of landowners whose arable land might otherwise be impoverished as a result of manurial exhaustion due to repeated cropping by the same crops year after year, it was formerly the practice to require a farming tenant to follow out a specified rotation of crops, a penalty generally being provided for any departure from the prescribed rotation. By s. 26 of the Act of 1908, reproduced in s. 30 of the Act of 1923, it was provided that there should be " freedom of cropping and disposal of produce " so long as the productivity of a holding was not adversely affected thereby :—

> " 30.—(1) Notwithstanding any custom of the country, or the provisions of any contract of tenancy or agreement respecting the method of cropping of arable lands, or the disposal of crops, a tenant of a holding shall have full right to practise any system of cropping of the arable land on the holding and to dispose of the produce of the holding without incurring any penalty, forfeiture, or liability :
>
> " Provided that he shall previously have made or as soon as may be shall make, suitable and adequate provision to protect the holding from injury or deterioration, which provision shall in the case of disposal of the produce of the holding consist in the return to the holding of the full equivalent manurial value to the holding of all crops sold off or removed from the holding in contravention of the custom, contract, or agreement."

In the particular case before us (the hearing of which occupied eight days at Leeds Assizes) the plaintiff landowner sued the defendant, who formerly tenanted three farms on his estate, for alleged breach of tenancy agreement. The claim set out that by overcropping the land on those farms with potatoes the defendant failed to conform to the custom of cropping the same land with potatoes not more than once in five years, and to the rules of good husbandry, and, that by so doing, the land had become infested with eelworm. For the defence it was contended that no such custom existed and that there had been no breach, express or implied, of the covenants of the tenancy agreements, all of which were in similar terms.

A number of expert witnesses were called on both sides, and at the close of the evidence his lordship reserved judgment to be delivered in London on the first day of Hilary Term. In delivering judgment, Porter, J., reviewed at length the evidence given at Leeds, and said it was admitted that the defendant had well-farmed each of the farms, and no complaint was made against him with regard to that. Damages were claimed from Mr. Hobson because it was asserted that he had broken an express term of his agreement by failing to manage his farm in a husbandlike manner by overcropping some of the land with potatoes. Before the defendant surrendered the holdings, Lord Deramore's agent, from observation of some of the fields in which potatoes were being grown, suspected that the fields were infested by eelworm. Samples of the soil were taken and these were sent in the first place to the University

of Leeds, where the presence of eelworm was confirmed. Other independent tests also revealed the presence of eelworm. Notice of the finding was sent to defendant, with an intimation that a claim for damages would be made, as, it was contended, the letting value of the farms had been depreciated. There seemed little doubt that the infection of eelworm was spreading. It first became known in Yorkshire in 1917 ; and there was no practical method of ridding the soil of eelworm except by ceasing to grow potatoes on the land. He (his lordship) had to determine whether the custom of growing potatoes on land affected by eelworm only once in five years could be incorporated in the agreement between the parties, whether such a custom existed, and whether the defendant had broken that custom. Upon the evidence he came to the conclusion that this custom did exist in the East Riding of Yorkshire. The next point he had to consider was whether it could be incorporated into the contract of tenancy. This question was complicated by the provisions of the Agricultural Holdings Act, 1923, which enabled a tenant to act contrary to local custom, provided he returned to the holding the full equivalent manurial value, and did not exercise his rights in such a manner as to injure or deteriorate, or be likely to injure or deteriorate, the holding. He had come to the conclusion that the custom could be so incorporated and that it was not inconsistent with the terms of the contract. The defendant therefore had departed from his contract and broken it, although there was no doubt he had fulfilled the provisions of the Agricultural Holdings Act by returning to the land the full manurial equivalent. He (his lordship) found that twice cropping in five years, where eelworm infection existed, both might and did result in the depreciation of the holding. The question therefore arose as to the damages. It was contended that land cropped once in five years was no better than land cropped twice. No deduction one way or the other could be drawn from that. Taking the rent values of the several farms in order, he came to the conclusion that in the aggregate their letting value was reduced by a yearly sum of £200. It had been stated in evidence that to free the land from eelworm a period of from seven to ten years was required to elapse before potatoes were grown upon the land again. Had the defendant been liable for infection instead of liable for an increase of the eelworm he should calculate the damage at anything from £1,400 to £2,000. The damage, however, was caused partly by the mere existence of the infection and partly by the increase, and of those two causes he thought the existence of the pest was the greater. He therefore gave judgment for the plaintiff for £500 only being two and a half years' loss of rent.

The real importance of this judgment lies in its enlargement of the scope of s. 30, *supra*. Hitherto that section has been regarded as having been specially enacted to prevent any impoverishment of farm-lands brought about by the action of a tenant in departing from the accepted rules of good husbandry by sowing the land year after year with the same crop. Prior to the inclusion of this provision in the repealed Act of 1908 it had been customary to insert a provision in agricultural leases binding the tenant to follow a particular rotation of crops in order that the general fertility of the soil should not be impaired by the removal year after year of certain of its chemical constituents which were absorbed by particular crops, and hence the prohibition against successive cropping with one particular product. There was, however, an outcry about restricting freedom of cropping, hence the new statutory provision.

It will be observed also that the section not only deals with freedom of cropping, but also with disposal of produce—another feature of the manurial values question. In the case we have been considering there was no question (as, indeed, the learned judge pointed out) that the defendant had conformed to all the requirements of the law in respect of preserving the full manurial values in the land. What he had done, however, apparently in perfect innocence, was to depart from the local custom so far as potato crops was concerned, as a result of which he had encouraged the development of the eelworm pest already existing in the soil prior to his own tenancy. Hence his breach of local custom had given rise to deterioration of the soil for potato-growing purposes.

It would, therefore, appear that, in future, more regard will have to be paid to the terms of sub-s. (2) of s. 30, which says this :—

> " If the tenant exercises his rights under this section (i.e., of varying local custom) in such a manner as to injure or deteriorate the holding, the landlord shall . . . be entitled to recover damages . . ."

No re-affirmation appears in that sub-section of the applicability of the whole section solely to manurial values ; and it is obvious that it was upon this that Porter, J., based his judgment after considering the complicated situation which arose upon the interpretation of this section. Therein lies the great importance of the judgment ; and since, if we may say so with respect, it does not appear to be open to challenge, it is obvious that both landlords and tenants of agricultural holdings will have to take it into account in future agreements.

Apportionment of Annuities between Capital and Income.

The question of the method in which annuities should be apportioned between capital and income has always been rather a puzzling one and there are many decisions upon it.

If there be a covenant for payment of an annuity and the covenantor should die without making any special provision for the payment of it and settles his residuary estate, there arises a difficulty because the instalments of the annuity are to be treated as debts. " The growing payments of the annuity are nothing more than a succession of specialty debts becoming due from year to year as long as the annuity lasts, and each of those debts must be apportioned between capital and income." (Per Lord Romilly in *Yates* v. *Yates* (1860), 28 Beav. 637, 642-3.) That statement of the law has always been accepted.

Now, the residuary estate of a testator is what remains after all his debts have been paid or provided for, and consequently cannot be ascertained until the recurring instalments of the annuity have been deducted from the estate.

The question is how that is to be done, since no one can say how long the annuitant will live, and so how many instalments of the annuity should be deducted.

The general rule in *Allhusen* v. *Whittell* (1867), L.R. 4 Eq. 295, has for long been held to apply to payments in respect of annuities as well as of other debts (*Fletcher* v. *Stevenson* (1884), 3 Hare 360 ; *Re Dawson* [1906] 2 Ch. 211 ; *Re Poyser* [1910] 2 Ch. 444). The courts have not, however, been consistent as to the way in which the rule has been applied.

The simple solution of payment of the annuity out of capital only was adopted in *Re Bacon* (1893), 68 L.T. 522.

In *Re Dawson* [1906] 2 Ch. 211, Swinfen Eady, J., decided that the instalments should be divided between capital and income in proportion to the respective values of the interests of the life tenant and the remainderman.

In the next year there were two cases : *Re Henry* [1907] 1 Ch. 30, in which Kekewich, J. (who also decided *Re Bacon*), pursued his own course and directed payment out of capital alone, and later *Re Perkins* [1907] 2 Ch. 596, where Swinfen Eady, J., did not adopt either of the methods employed in the other cases to which reference has been made, but decided that the proper course to take was, that each instalment of the annuity as it accrued due should be apportioned between capital and income by calculating what sum, with interest at 3 per cent. from the date when the life interest commenced (which will usually be, but in that case was not, the death of

the testator), to the day of payment, and to charge that same to capital and the balance to income.

Re Perkins was followed in *Re Thompson* [1908] W.N. 195, and *Re Poyser* [1910] 2 Ch. 444. In the latter case Parker, J., said that the method of carrying out the apportionment was always in the discretion of the court.

It is noticeable that, in the last three cases mentioned, interest was directed to be calculated at simple, not at compound, interest. It is not easy to see why that should be, having regard to the rule laid down in *Re Chesterfield's Trusts* (1883), 24 Ch.D. 643, according to which, when a reversion falls in, the calculations for apportionment between capital and income are reckoned at compound interest.

It should also be observed that in *Re Perkins* and *Re Thompson* interest was taken at 3 per cent., but in *Re Poyser* it was calculated at 3½ per cent.

It may be that the method adopted by Swinfen Eady, J., in *Re Perkins* and in the two later cases is sufficient where it happens that the tenant for life survives the annuitant, but it is difficult if not impossible to apply it where the annuitant survives the tenant for life. In that event the trustees are placed in a dilemma and none of the authorities seem to give them any guidance. The payments of the annuity falling due after the death of the tenant for life are debts no less than those which accrued before that time, and there appears to be no reason in principle why the tenant for life should not bear a proportion of those instalments.

It is to that difficulty that the writer wishes to call attention in this article.

If, which seems fair, the tenant for life ought to bear a proportion of the recurring debts payable after his death, the trustees will not know what amount should be charged to him for they cannot know how long the annuitant will live. If the trustees make no such charge against the life tenant they will have to obtain payment of the instalment due after his death out of the interest of the remainderman or a subsequent tenant for life who will naturally object to such a course and insist that the estate of the deceased tenant for life bears a proper proportion of the payments, and if the trustees have not provided for that they would apparently be liable where (as might often happen) the estate of the tenant for life was not able to bear the charge.

So far as the writer is aware, it has never been the practice to demand security from the tenant for life for payment of instalments of an annuity which may accrue after his death. It seems, however, that the only alternative to doing that is to pay the whole annuity out of income, and make an adjustment, on the lines of the order in *Re Perkins*, between the remainderman and the estate of the tenant for life where the annuitant dies, which might work considerable hardship upon the tenant for life during his lifetime.

It is to be hoped that some day a definite rule may be laid down on this perplexing point. In the meantime the only safe course to be taken by trustees is to apply to the court for directions wherever the question arises.

Company Law and Practice.

"Cakes and Ale."

It is a well recognised fact that an important ingredient in the success of any body of employers, and this includes a company, is the good terms which exist between the employers and the employees. "A company which always treated its employees with Draconian severity, and never allowed them a single inch more than the strict letter of the bond, would soon find itself deserted—at all events, unless labour was very much more easy to obtain in the market than it often is." These words, taken from the celebrated judgment of Bowen, L.J., in the case of *Hutton* v. *West Cork Railway Company* (1883), 23 Ch.D. 654, are just as applicable to present-day conditions, if not more so, as they were when spoken. It is with the powers of a company to relax this "Draconian severity" and to incite those whom it employs to further and better efforts, that I propose to deal to-day; together with some consideration of the cases in which the underlying principles have been applied.

It is not uncommon for a company to take express powers, in its memorandum of association, to devise schemes for the benefit of its employees. A typical clause of this sort is that given in "Palmer's Company Precedents," vol. I, at p. 462; namely, "to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object." But our business is with companies which have no such clause in their memoranda, and we must discover how far similar powers are implied in their cases.

A prominent signpost towards the principle involved is afforded by the sentence in Lord Justice Bowen's judgment, from which I have taken the title to this article, in *Hutton* v. *West Cork Railway Company, supra*, a case to which I will have occasion to refer again later: "The law does not say that there are to be no cakes and ale, but there are to be no cakes and ale except such as are required for the benefit of the company." Now let us see if we can amplify this observation and discover the principle involved.

In *Hampson* v. *Price's Patent Candle Company* (1876), 24 W.R. 754, the year 1875 had been an unusually lucrative one for the company, and the directors, upon the recommendation of the manager, determined to give a gratuity of one week's wages to each of their workmen over and above their regular wages; but as the directors considered the sum involved (£1,500) to be rather large, they submitted the proposal to a general meeting of the shareholders, with the result that the resolution approving the plan was carried by a large majority. Upon motion by the plaintiff, a dissentient shareholder, to restrain the directors from carrying the proposal into execution as being *ultra vires* the directors, Jessel, M.R., dismissed the motion and asked the rhetorical question, "Can anything be more reasonable than that when employers have had a good year they should encourage the workmen to increased exertions?"; and he held also that the transaction was *bonâ fide* and within the directors' powers of management.

These gratuitous wages were likened to the past remuneration of directors in *Hutton* v. *West Cork Railway Company, supra*, and as an amplification of the *ratio decidendi* of *Hampson* v. *Price's Patent Candle Company*. I do not think I can do better than quote from the oft-approved judgment of Bowen, L.J., in the former case. His lordship said at p. 672: "It seems to me you cannot say the company has only got power to spend the money which it is bound to pay according to law, otherwise the wheels of business would stop, nor can you say that directors who have got all the powers of the company given to them by s. 90 of the Companies Clauses Consolidation Act are always to be limited to the strictest possible view of what the obligations of the company are. They are not to keep their pockets buttoned up and defy the world unless they are liable in a way which could be enforced at law or in equity. Most businesses require liberal dealings. The test there again is not whether it is *bonâ fide*, but whether, as well as being done *bonâ fide*, it is done within the ordinary scope of the company's business, and whether it is reasonably incidental to the carrying on of the company's business for the company's benefit. Take this sort of instance. A railway company, or the directors of the company, might send down all the porters at a railway station to have tea

in the country at the expense of the company. Why should they not? It is for the directors to judge, provided it is a matter which is reasonably incidental to the carrying on of the business of the company . . . ." And see also *Taunton* v. *Royal Insurance Company*, 2 H. & M. 135.

Having found our principle so clearly enunciated, we must now find some of the instances in which the courts have held it applicable. In *Henderson* v. *Bank of Australasia* (1888), 40 Ch. D. 170, a resolution by a meeting of proprietors of the bank authorising the directors to pay a half-yearly pension for five years for the benefit of the family of a deceased officer was held to be *intra vires*. P, the deceased, had been for twenty years in the bank's service and was at the time of his death in receipt of a salary of £3,500 per annum as chief officer of the bank in the colonies. The amount of the pension was £1,500 per annum, and evidence was adduced to show that its granting was in accordance with the custom of other banks, and that liberal dealings with distinguished officers of the bank attracted the best men into its service, and so benefited the shareholders' interests. On the point of the amount and size of the pension, which, it should be observed, was three-sevenths of the salary, North, J., observed, at p. 181, that it is not for a judge to express any opinion upon such matters as whether the amount is too large or too small. In the first place he has no means of forming any opinion about that; the directors of the company know a great deal more about those matters than he can possibly do; and in the next place the persons who have power to bind the dissentients are the other members of the company, and they are the persons who had passed the resolutions in the present case. *Ushers' Wiltshire Brewery Limited* v. *Bruce* [1915] A.C. 433, is another case in point, but lack of space permits me only a reference to it.

The case of *Cyclist's Touring Club* v. *Hopkinson* [1910] 1 Ch. 179, is also an example of the application of the principle in *Hutton's Case*. The club was incorporated as an association not for profit by licence of the Board of Trade, the primary object being to promote the interests, in several ways, of cyclists, but the memorandum allowed payment in good faith of remuneration to any officers or servants of the club, or to any member of the club in return for any services actually rendered to the club. It was proposed to pay an annuity to the late secretary of the club, who had occupied that position for twenty-five years; and Swinfen Eady, J., gave it as his opinion on the matter that the payment to a retired servant of the club by way of an annuity, or by way of pension, or by way of gratuity, was within the powers of the club, as being a payment in furtherance of the best objects of the club; and that the fact of the payment being made by way of gratuity and not under any legal liability did not make it a payment outside the club's objects.

But it must be remembered that the making such payments as I have referred to for the company's benefit cannot be justified on that ground where a company is in liquidation, since such generousness can then bring it no benefit. This is the effect of the decision in *Hutton's Case*, where the company had transferred its undertaking to another company, and was being wound up, and it was followed in *Stroud* v. *Royal Aquarium and Summer & Winter Garden Society Limited* (1903), 89 L.T. 243.

The most recent case which I have been able to discover on the whole question is *In re Lee, Behrens & Company Limited* [1932] 2 Ch. 46. There a private company, the articles of which authorised the directors to provide for the welfare of employees and their children, entered into a deed of covenant by which it granted a pension of £500 a year to the widow of a former managing director five years after his death. Some three years later the company passed a resolution for voluntary winding up. The widow lodged a proof in the winding-up for the capitalised value of the annuity, but the liquidator rejected it. Eve, J., held that the grant of the pension was void and *ultra vires* the company. His lordship concisely summed up the effect of the authorities by saying, at p. 51: "But whether they be made under an express or implied power, all such grants involve an expenditure of the company's money, and that money can only be spent for purposes reasonably incidental to the carrying on of the company's business, and the validity of such grants is to be tested, as is shown in all the authorities, by the answers to three pertinent questions: (i) Is the transaction reasonably incidental to the carrying on of the company's business? (ii) Is it a *bonâ fide* transaction? and (iii) Is it done for the benefit and to promote the prosperity of the company?'

Finally, should my readers be doubtful whether such liberal dealings by masters with servants amount, in fact, to little else than charity masquerading under some vague and unsatisfactory pseudonym, I would remind them of the words of Bowen, L.J., in the now familiar *Hutton's Case*, where his lordship refers, at p. 673, to the character of such transactions, thus: "It is not charity sitting at the board of directors, because as it seems to me charity has no business to sit at boards of directors *qua* charity. There is, however, a kind of charitable dealing which is for the interest of those who practise it, and to that extent and in that garb (I admit not a very philanthropic garb) charity may sit at the board but for no other purpose."

A Conveyancer's Diary.

Vendor's Right to Damages after Rescinding Contract for Sale.

THE recent case of *Harold Wood Block Co. Ltd.* v. *Ferris* [1935] W.N. 21, is important and interesting as it seems to be contrary to some statements made in text-books of authority and to put a new construction on some decisions of long standing.

By an agreement made in 1933 between the liquidator of the plaintiff company and the defendant, the liquidator agreed to sell and the defendant agreed to purchase certain freehold property with machinery, plant, etc. The purchase price was £9,500. The agreement provided that the completion should take place on 31st August, 1933, but in any case not later than 15th September, 1933, and that if completion should not take place on 31st August, 1933, the defendant should pay interest on the purchase price until completion.

Clause 16 of the agreement provided: "Should the purchaser fail to complete the said purchase in accordance with this agreement any deposit paid by the purchaser shall be forfeited to the vendors who may rescind the same and re-sell the property either by public auction or private contract subject to such stipulations as they shall think fit."

The defendant failed to complete, and on 13th November, 1933, the liquidator's solicitors wrote to the defendant saying: "In view of the fact that you have not completed the purchase in accordance with the contract, our clients instruct us to give you notice that they rescind the contract and are proceeding to sell the property by tender. They will hold you responsible in damages for any loss occasioned to them by your breach of the agreement."

Subsequently the liquidator issued the writ in the action claiming damages for breach of the contract.

It is stated in the report that the damages had been agreed at £4,990 in the event of the defendant being held liable; but it does not appear how that figure was arrived at. Perhaps that was the deficiency on a re-sale, but the report does not say so.

It was, as appears from the judgment, contended for the defendant that, having regard to the terms of cl. 16 of the agreement, an action for damages at common law would not lie, but that the vendor was limited to his right to re-sell under that clause, and in support of that contention *Henty* v. *Schröder* (1879), 12 Ch. D. 666, and *Hutchings* v. *Humphreys* (1885), 54 L.J. Ch. 650, were cited.

Swift, J., gave judgment for the plaintiff for the amount of the agreed damages.

His lordship, in reference to the two cases cited for the defendant, said: "But those two cases did not support the defendant's contention. There was no statement anywhere that where specific performance of a contract was ordered and that order was not obeyed, there could be no claim for damages, but only a right to have the contract rescinded. All that those two cases decided was that it was not appropriate in the years they were decided in the Chancery Division to combine in one order, an order rescinding the contract and an order providing for the assessment of damages for breach of contract. They contained nothing which took away the common law right laid down so clearly in *Laird* v. *Pim* (1841), 7 M. & W. 474, that on failure of the purchaser to complete the vendor was entitled to damages for breach of contract, which right was recognised by the Court of Appeal in *York Glass Co. Ltd.* v. *Jubb* (1926), 134 L.T.R. 36." His lordship added: "The defendant repudiated his contract. The plaintiff accepted that repudiation and claimed damages."

It will be observed that cl. 16 of the contract did not follow the usual form and provide that on a re-sale by the vendor any deficiency in price should be made good to the vendor by the purchaser.

The two cases to which the learned judge referred as only showing that the practice in the Chancery Division at the time when they were decided, did not permit of an order for rescission and for damages being combined in one order, on examination seem to go further than that. At any rate, that may be said of *Hutchings* v. *Humphreys*.

In *Henty* v. *Schröder* there had been a decree for a specific performance with which the purchaser failed to comply. The plaintiff (the vendor) moved in the action that the agreement might be rescinded and all further proceedings in the action stayed except as to any application which might be made to the court to award and assess damages which the plaintiff had sustained by the breach of the agreement. Jessell, M.R., considered that the plaintiff could not at the same time obtain an order to have the agreement rescinded and claim damages against the defendant for breach of the agreement. His lordship declined to make an order in that form, but only ordered that the agreement should be rescinded, that all other proceedings in the action should be stayed and that the defendant should pay the costs.

Hutchings v. *Humphreys* appears to be more explicit. The headnote reads: "After a decree for specific performance of a contract which the party against whom the decree has been made is unable or neglects to carry into effect, the party in whose favour the decree was made is entitled to an order for rescission of the contract, retaining the benefit of any direction as to costs of the action but not to damages or occupation rent. He is also entitled to the costs of obtaining the order for rescission."

The contract in that case was for the granting of a lease by the defendant to the plaintiff and the plaintiff had been let into possession. There was a counter-claim for rescission and damages. The decree for specific performance ordered that the plaintiff should pay certain sums by way of occupation rent, allowing him some expenses incurred in alterations made by him to the property provided for in the agreement.

The plaintiff failed to pay the amount due under the judgment.

North, J., referred to *Henty* v. *Schröder*, and said that he could only make the order for rescission upon the terms of the defendant foregoing the sums which the judgment directed to be paid to him by way of rent and damages, and directed that all proceedings for recovery of those sums should be stayed.

It will be noticed that in both those cases there had been a decree for specific performance which had not been complied with, and the order for rescission followed upon that.

It does not seem that there is any difference in principle whether the rescission is by order of the court or by one of the parties under express provision in the contract. The result is the same, the contract is at an end.

In "Williams on Vendor and Purchaser," the law on this subject is stated (3rd ed., p. 1011) as follows: "Where the stipulation broken goes to the whole root of the consideration—as on a breach of one of the main duties of the contract—the injured party's remedies are either to rescind the contract and sue for restitution to his former position or to affirm the contract, and sue either for damages for the breach or for specific performance of the agreement"; and again (*ibid.* p. 1012): "It has been pointed out that where either party to the contract commit such a breach of it as discharges the other from his obligations under the agreement, the other is entitled, at his election, either to rescind the contract or to affirm it and sue upon it for damages for breach."

Certainly these authorities go to show that a party cannot rescind the contract, and also sue for damages for breach if it, although no doubt a party rescinding has a right to restitution *in integrum*, e.g., to possession if the defaulting party is in possession, or reimbursement for money expended by him in discharging any obligation imposed by the contract, such as the costs of deducing or investigating the title. A vendor properly rescinding is also entitled to retain any deposit paid by the purchaser, for the deposit is not only in part payment of the purchase price, but also as a guarantee for his performance of the contract. These are well-established rights and remedies, but do not really touch the question under consideration.

To return to *Harold Wood Block Co. Ltd.* v. *Ferris*, and the two cases which the learned judge cited in support of his decision.

In the first case, *Laird* v. *Pim*, the main question was what the plaintiff (the vendor) was entitled to recover, i.e., the measure of damage, the vendor having claimed to recover the whole of the purchase price. There was also a technical point on the pleadings which is of no interest at the present time. There was in that case no question of rescission. In fact the vendor had not rescinded or purported to do so, nor did he seek an order for rescission.

That case seems therefore only to be an authority for the proposition that when a purchaser neglects to complete, a vendor is entitled to sue for damages for breach of the contract, but not to recover the whole purchase money—a proposition which of course admits of no dispute.

York Glass Co. Ltd. v. *Jubb* was a case where a person, who was of unsound mind at the time, contracted to purchase property from the plaintiff company. The purchase was not completed and the receiver of the defendant's estate appointed under the Lunacy Acts repudiated the contract. The question was whether the contract was binding upon the defendant having regard to his incompetence. It was held that the contract was binding as the defendant had not proved that the plaintiff company or its representatives had any knowledge that the defendant was insane when he entered into the contract. The property had considerably decreased in value since the contract was entered into, and judgment was given for the plaintiff with an enquiry as to damages. There was no rescission by the vendor, although there was repudiation by the purchaser. That indeed seems to have been a clear case where the vendor affirmed the contract and sued for damages for breach of it.

It would appear therefore that the authorities relied upon by the learned judge can hardly be said to support his decision.

It is to be observed however that at the end of his judgment his lordship said: "the defendant repudiated his contract. The plaintiff accepted that repudiation and claimed damages."

The report does not show that there was any repudiation by the defendant (unless it were by implication arising from his not having completed), but there was express rescission in writing by the plaintiff.

Perhaps when a full report is available further light may be thrown upon this case. In the meantime it may be doubted whether it was correctly decided.

Landlord and Tenant Notebook.

Law and Future of Agricultural Holdings.

In a paper read at the last Annual Conference of Agricultural Members of the Chartered Surveyors Institution, Mr. E. P. Weller, the Bursar of Gonville and Caius College, Cambridge, surveyed "The Future of the Ownership of Rural Land in England." This paper has recently been published (together with a report of the discussion which followed) in booklet form by the Institution; and while it is largely concerned with matters of finance and economics and the comparative merits of owner-occupier and landlord and tenant tenures (concluding in favour of the latter) the paper, as would be expected, contains a number of observations of interest to the legal practitioner.

The mere fact that the Agricultural Holdings Act, 1923, is mentioned by name once only is in itself a feature not merely interesting but instructive; for some of us are prone to assume that that statute codified as well as consolidated the law on the subject. We are thus reminded of the importance of sub-s. (3) of s. 1, which saves rights to compensation based on agreement and on custom, and in this connection a further fact is brought home to us, namely, that the provisions of the Act and those of its predecessors are and were not as revolutionary as is sometimes supposed. The importance of s. 3 (1) will be appreciated when one considers a case like *Mousley* v. *Ludlam* (1851), 21 L.J.Q.B. 67, in which, some twenty-four years before the first of the Acts, a Derbyshire tenant recovered compensation for installing drainage though he had done the work without the knowledge and consent of the landlord; as under the Act notice would be required if statutory compensation were to be obtained, it may well happen that the local custom may again be invoked. The main issue fought in the case was whether the custom was reasonable, and Coleridge, J., observed: "It seems to me not an unreasonable custom that a tenant who is bound to use a farm in a good and tenantable manner, in accordance with the rules of good husbandry, should be at liberty on quitting the farm to charge his landlord with a portion of the expenses of draining the land that requires draining according to good husbandry, though the draining be done without the landlord's knowledge and consent."

As regards the other point, a case which will illustrate how long the principles underlying the statute have been recognised is *Wigglesworth* v. *Dallison* (1779), 1 Doug. 201, in which a tenant for a fixed term established a claim to waygoing crops by local custom. Lord Mansfield's judgment is worth studying; the following is most of it: "We have thought of this case, and we are all of opinion that the custom is good. It is just, for he who sows ought to reap, and it is for the benefit and encouragement of agriculture. It is, indeed, against the general law concerning emblements, which are not allowed to tenants who know when their term is to cease, because it is held to be their fault or folly to have sown when they knew that their interest would expire before they could reap. But the custom of a particular place may rectify what would otherwise be imprudence or folly."

An observation in Mr. Weller's paper which gives the lawyer food for thought is this: "It is no longer desirable, even if it were possible, to enforce rigid systems of cropping and management." I do not know whether the "even if it were possible" is an allusion to the difficulty of interpreting the Agricultural Holdings Act, 1923, s. 30, the shoulder note to which runs "Freedom of Cropping and Disposal of Produce." A recent decision in quite a different branch of the law (*R.* v. *Hare* [1934] 1 K.B. 354) has reminded us once more of the danger of relying on marginal notes as guides to the interpretation of Acts of Parliament, and those who think that the effect of the section is that a farmer tenant can sow what and when he likes will find on more careful perusal that this is not the case. The word "any" is followed by "*system* of cropping," and the section contains a good many other safeguards, including an express right to an injunction if the freedom be abused. I think it can be said primarily intended to benefit the community rather than to emancipate the tenant or annoy landlords; it is a recognition of the Tennysonian principle "our little systems have their day," and contemplates the possibility of new discoveries and inventions in the sphere of chemistry which may render restrictions, statutory and contractual, undesirable.

In general, however, Mr. Weller appears to be of the opinion that the law allows tenants to have things too much their own way; and I cannot help thinking that, in forming this view, he has not given due weight to some provisions of the Agricultural Holdings Act, the significance of which often escapes lawyers as well. Not long ago it was brought home to one tenant that when this statute provides sauce *simpliciter*, both goose and gander are to be served therewith; in *Flather* v. *Hood* (1928), 44 T.L.R. 698, it was held that a landlord, no less than a tenant, was entitled to twelve months' notice expiring within a year of the tenancy. And when Mr. Weller deplores the fact that a landlord paying compensation sometimes has "to pay for items which are of no financial benefit to him," this can be reconciled with the statement in the preceding sentence, that a tenant's compensation is "based on the facts" only by postulating that what is of value to an incoming tenant—see the measure defined in s. 1 (1)—may not be of value to the landlord, or that arbitrators under the Act habitually over-assess tenants' claims and under-assess those of landlords. As the paper comments, *passim*, on such factors as the general predisposition towards the sitting tenant, the penalisation of owners and incoming tenants in consequence of the present-day attitude towards the wrongful acts and omissions of bad farmers, etc., I suspect that the reader of the paper based his strictures on a low opinion of the tribunals to which the Agricultural Holdings Act, has entrusted the determination of most disputes between landlords and tenant farmers; but a discussion of this point would be outside the scope of this "Notebook." Suffice it to say that we must not forget that, besides the special remedy of application to the local county court under s. 16 (1) and Sched. II (14), the High Court retains its inherent jurisdiction of correcting manifestly erroneous awards: *Re Jones and Carter's Arbitration* [1922] 2 Ch. 599, C.A.

I believe, too, that many practitioners, being under the impression above mentioned that the Agricultural Holdings Act is a one-sided measure, are apt to forget to advise landlord clients of the existence of the provisions relating to diminished value (s. 9), the common law obligation to farm in accordance with the principles of good husbandry (recognised by s. 12 (1)), and the fact that the tort known as waste is not touched by the statute; nor does it take away a contractual proviso for re-entry. What is also occasionally forgotten is the series of possible answers to a claim for disturbance to be found in s. 12 (1) (*a*) *et seq.*

And when Mr. Weller observes that since the last boom the Agricultural Holdings Act, 1923, has intervened to make it more difficult for a landlord to raise rent when times improve, in that a notice to quit might lead to a large claim for compensation or disturbance, his statement is not quite accurate; for s. 12 of the Agricultural Holdings Act, 1923, merely reproduces s. 10 of the Agriculture Act, 1920, and this again was merely an extension of an enactment contained in s. 11 of the Agricultural Holdings Act, 1908, and before then in s. 4 of the 1906 Act.

Finally, I may observe that in connection with Mr. Weller's advocacy of large scale management as one remedy for the present agricultural depression, one section of the Agricultural Holdings Act, 1923, which might be operated more than it is is s. 32, under which either party may require that a record be kept of the holding.

Our County Court Letter.

PARENTS' LIABILITY FOR TUITION FEES.

In the recent case of *Cooke-Yarborough* v. *Lancaster*, at Leeds County Court, the claim was for £13 8s. 2d. in respect of fees for instruction in dancing. The plaintiff's case was that she agreed in writing to give the defendant's daughter a two-year course, at 10 guineas a term, subject to two terms' notice of termination. The defence was that the plaintiff agreed to accept part of a term as one term's notice, as the defendant's daughter (on medical advice) had to give up dancing. The plaintiff denied having arranged to terminate the arrangement, or to forego the other term's fee, either upon production of a doctor's note or at all. His Honour Deputy Judge T. P. Perks observed that fees were usually paid in advance, and any subsequent illness of the pupil was a liability of the parents, and not of the school or instructor. Judgment was therefore given for the plaintiff, with costs.

DISTURBANCE OF RIGHT OF WAY.

The existence of a right of way is not necessarily disclosed in the deeds of the servient tenement, as shown in the recent case of *Brown* v. *Megor*, at Lichfield County Court. The claim was for £50 damages and an injunction, the plaintiff's case being that the only access from her field to the road was over the defendant's land. In 1913, when the plaintiff bought her property, there was a cart-track, but this was covered with rubbish in 1934, and the dispute had rendered it impossible to let the field of the plaintiff, who had lost a year's rent. The defendant's case was that he bought his field in November, 1933, when it was completely ploughed up, and there was no apparent right of way, which was also not shown in his deeds. The existence of the easement was now admitted, but the amount of damage was disputed. His Honour Judge Ruegg, K.C., stated that the defendant would have to make out a track for people and vehicles, according to the dotted lines on the plan. A declaration and injunction were therefore granted, with £10 damages, and costs on Scale B.

THE RESTRICTIVE COVENANTS OF GROCERS.

In *Fidler* v. *Travell*, recently heard at Poole County Court, the claim was for £50 damages for breach of covenant, and an injunction to restrain the sale of fruits and vegetables at the defendant's shop. The latter was in a crescent, forming part of a shopping centre, the property of the plaintiff, and each shop was restricted to the sale of particular commodities, i.e., grocery in the case of the defendant. The plaintiff's case was that a greengrocer, in the same crescent, had been unable to pay his last quarter's rent, on account of the defendant's unfair competition, and the damage had therefore ultimately been suffered by the plaintiff. The defendant denied that any real damage had been suffered by the greengrocer or the plaintiff, but he was willing to submit to an injunction as regards potatoes, carrots and bananas. It was further contended that a greengrocer was one who sold fruit and vegetables in their fresh and green state, whereas a grocer sold them dried or tinned. Expert evidence was given that oranges, lemons, onions and nuts were sold by many local grocers. His Honour Judge Hyslop Maxwell held that substantially the defendant had carried on the business of a greengrocer. Judgment was given for the plaintiff for £2, and an injunction was granted, with costs. See also a case, noted under the above title, in the "County Court Letter" in our issue of the 5th January, 1935 (79 Sol. J. 9).

PROBATE COSTS.

Erratum.—We regret that in our article on "Probate Costs," which appeared on page 174 of last week's issue it was stated that the costs of obtaining a grant may be increased by 20 per cent. This should have read 25 per cent. and we are indebted to a number of our readers who have written pointing out the error.

To-day and Yesterday.

Legal Calendar.

11 March.—On the 11th March, 1833, Louis Bergeron, a schoolmaster, and François Benoit, a doctor, were tried at Paris on a charge of shooting at King Louis Philippe from the crowd assembled to see him drive over the Pont Royal. There were a hundred-and-one witnesses for the prosecution, officers, policemen, soldiers and spectators, but among them they were so uncertain on the cardinal point of identification that after a deliberation of less than half-an-hour the jury, by a majority, acquitted the accused. The verdict was greeted with three rounds of applause which the President did not attempt to check.

12 March.—Thomas Erskine, the son of Lord Chancellor Erskine, was born on the 12th March, 1788, when his father was a leader of the Bar.

13 March.—The prosecution in 1872, at Southwark Police Court, of Alexander Chaffers, an elderly man who described himself as a solicitor, on a charge of publishing a libel on the wife of Sir Travers Twiss, Her Majesty's Advocate-General, with intent to extort money, was an incident in a considerable society scandal. The defendant, who alleged that before her marriage Lady Twiss had led an immoral life under the name of Marie Gelas, conducted his case in person. Witnesses were called to support her denials, and her vindication seemed certain when, on the 13th March, it was suddenly announced that she would not again appear in court. She and her husband left London, and soon after he resigned all his appointments.

14 March.—On the 14th March, 1860, Joseph Castle was tried at the Bedford Assizes for the murder of his wife. After two years of unhappy marriage, she had "gone home to mother," but her husband followed her and found her in bed at about half-past six next morning. At half-past ten, he persuaded her to leave with him, and they set out together on foot. At noon, she was found dead by the roadside with her throat cut. The prisoner contended that she had killed herself, but he was found guilty, sentenced to death, and hanged.

15 March.—On the 15th March, 1816, a strange case came before Mr. Justice Abbott at the Chelmsford Assizes. The owner of a small vessel called "the Success" had seen a ship called the "Gunson" on her beam-ends, and some men clinging to the wreck. With great danger and difficulty, he saved five, and he now claimed from the owners salvage for the lives of the men. Abbott, J., held that there could be no salvage for the life of a man which the law contemplated as "above all measure of value," but left it to the jury to say whether £50 paid into court satisfied a claim for work and labour in saving the defendants' servants.

16 March.—On the 16th March, 1855, Elizabeth Laws, a servant girl of eighteen, was tried at Maidstone for the murder of her aged mistress. One morning the tradesmen had found her with her throat wounded and the old lady in an upstairs room battered to death. Her story was that two dustmen had forced their way in and committed the crime, and the defence urged, first, that this might be true, and secondly, that it might be a case of a sudden quarrel justifying a verdict of manslaughter. In spite of an adverse summing up by Mr. Baron Platt, the jury, to the astonishment of everyone, acquitted her. She afterwards confessed.

17 March.—On the 17th March, 1850, at the Queen's County Assizes, Catherine Moore was tried for murdering her husband, and her mother for being accessory after the fact. Her story was that he had tried to kill her in a fit of drunken rage, but that she had wrested the knife from him and stabbed him. The jury convicted both prisoners and Chief Justice Doherty sentenced the wife to death and her mother to transportation for life.

THE WEEK'S PERSONALITY.

Thomas Erskine was born into the very centre of legal life. He first saw the light at No. 10, Serjeants' Inn, where his father, then the foremost advocate of his day, had his abode. It was during his father's short-lived and ill-advised tenure of the Great Seal that he became a member of Lincoln's Inn. To the parental promotion he owed his first appointment, that of a sinecure called the secretaryship of presentations, and when the time came for taking his degree, the fact that he was a peer's son enabled him, according to the quaint custom of the time, to graduate as M.A. at Cambridge without either residence or examination. After being called to the Bar, he eventually joined the Western Circuit. He left politics alone, following his profession so as to make slow but steady progress, and took silk in 1827. Four years later, when the Court of Bankruptcy was established, he was chosen as chief of the four judges appointed as a Court of Review. So excellent were his services here that, in 1839, he was appointed a Justice of the Common Pleas. His judicial career was short, for after only five years' service, the rupture of a blood vessel, followed by tubercular disease of the lungs, compelled his retirement.

A GRIM HOUSE.

Thirteen years after his head was cut off, how many people in England remember the sensational crimes of Landru, the modern "Bluebeard"? The question naturally occurs to one at the moment, since, after standing empty for years, his gruesome villa at Gambais has lately found tenants. There, he is supposed to have murdered eleven women, incinerating their bodies in a stove in the cellar. His method was simple. He selected a woman with a little property, cajoled her into parting with it under promise of marriage, and took her away with him. She was never seen again. Though nothing was found at his house but a few bones, which experts swore were human remains, and a few remnants of female dress fastenings, the prosecution, marshalling the facts, proved in damning sequence, built up an overwhelming case against him which all the formidable eloquence of Maître Morro-Giafferi, who might be called the French Marshall Hall, could not destroy. His enigmatic client made no revelations at the trial and afterwards steadily refused to confess.

BLUEBEARD'S SECRETS.

During Landru's trial, a little black memorandum book containing many careful notes of expenses and also lists of names, among which figured those of his victims, played a considerable part. During his cross-examination as to the cryptic nature of the entries, he ironically exclaimed: "Perhaps the police would have preferred to find on page 1 an entry in these words: 'I, the undersigned, confess that I have murdered the ten women whose names are herein set out.'" Most of his replies were equally non-committal. Of the vanished women, he said: "The ladies whom you call my fiancées knew what they were about, seeing that they were all"—a pause—"of age." When asked repeatedly what became of them, he answered: "I have nothing to say." Before sentence, and afterwards in prison, he protested his innocence. On the fatal morning he refused the ministrations of the priest, refused a stimulant, indignantly declined to make any statement, and carried his secret to the scaffold.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

The Pass List in connection with the Preliminary Examination of the Institute held in January last shows that 203 candidates presented themselves, of whom 135 passed, being 66.5 per cent. The candidate first in order of merit is Mr. Douglas Frederick Todman, of Chelsea, S.W.3, who has been awarded the Institute Prize of four guineas in the form of text-books for the Professional Examinations.

Notes of Cases.

House of Lords.

De Trafford *v.* Attorney-General.

Before Lord Atkin, Lord Tomlin, Lord Russell of Killowen, Lord Macmillan and Lord Wright. 7th March, 1935.

ESTATE DUTY—MORTGAGE—ANNUITY.

This was an appeal by the present trustees of the will of Sir Humphrey de Trafford, who died on 4th May, 1886, from the judgment of the Court of Appeal, affirming the decision of Finlay, J., in favour of the Crown, so far as that decision related to estate duty payable on the death of Sir Humphrey Francis de Trafford, son of the testator in respect of freehold and leasehold property. Sir Humphrey Francis de Trafford died on 10th January, 1929. The questions were (1) whether estate duty, in consequence of the late baronet's death, was payable in respect of £8,000, of which the present baronet was in receipt since he had attained the age of thirty-five; and (2) whether estate duty was payable on the capital sums amounting to £300,000, which were paid in advance before the late baronet's death. Finlay, J., held that on the death of the late baronet estate duty became payable (*a*) under s. 1 of the Finance Act, 1894, without deduction; and (*b*) under s. 11 of the Finance Act, 1900, as amended, in respect of sums of £90,000, £160,000 and £50,000. The Court of Appeal affirmed that order of Finlay, J., so far as it related to estate duty, and the trustees now appealed to the House of Lords.

Lord RUSSELL OF KILLOWEN, in giving judgment, said that there were two disputed points—with regard to the first, concerning the £8,000 a year, he was unable to distinguish this case from *Cowley* v. *Inland Revenue Commissioners* [1899] A.C. 198. He could not see any justification for the exclusion of any portion of the estates from the property passing on the death. The present baronet's right to receive an annual sum of £8,000 ceased on the death of the late baronet, and his right which then arose to receive the rents was a new and different right. The second point in dispute concerned the capital sums amounting to £300,000, which were paid off in advance before the late baronet's death. Nevertheless, the Crown claimed that the portions of the estates released to provide those sums must have passed on the late baronet's death, by virtue of s. 11 of the Finance Act, 1900, as amended. The appellants resisted that claim on the ground that the facts of this case did not fit in with the provisions of the section. It seemed to him that the section in terms covered this case. The property must be deemed to pass on the late baronet's death, inasmuch as the disposition was not made or effected three years before his death as provided by the section. In the result he (his lordship) was of opinion that the decision of the Court of Appeal was correct, and that the appeal should be dismissed with costs.

The other noble and learned Lords concurred.

COUNSEL: *H. S. Preston*, K.C., *A. M. Latter*, K.C., and *L. W. Byrne*; *The Attorney-General* (Sir Thomas Inskip, K.C.), and *J. H. Stamp*.

SOLICITORS: *Whitfield, Byrne & Dean*, for *Taylor, Kirkman and Mainprice*, Manchester; *Solicitor of Inland Revenue*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

Bevis *v.* Bevis (No. 1).

Lord Hanworth, M.R., Romer and Maugham, L.JJ. 22nd February, 1935.

DIVORCE—PETITION—EVIDENCE OF ADULTERY—DISCRETION STATEMENT IN PREVIOUS PROCEEDINGS—WHETHER ADMISSIBLE.

Appeal from a decision of Langton, J., (78 SOL. J. 569).

In 1932 a husband petitioned for divorce, praying for the exercise of the Court's discretion in his favour and lodging

in court a statement giving particulars of his own adultery. The petition was dismissed on the ground that the charge against the wife was not established. In 1933 the wife petitioned for divorce. There was no defence. The evidence of adultery produced mainly consisted of the husband's admissions in his discretion statement. Langton, J., held this evidence inadmissible and dismissed the petition.

Lord HANWORTH, M.R., allowing the appeal, said that there were cases in which proceedings in one court were used in another court, in another matter. In the present case there was some admissible evidence of adultery and the signed statement. In those circumstances, there was admissible evidence on which the court could have acted. In future, such matters would be covered by Rule 30 (*c*) which came into force on the 1st January.

COUNSEL: *N. Middleton.*

SOLICITOR: *Ernest A. Kite.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Thompson *v.* London & North Eastern Railway Co.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
4th and 5th March, 1935.

WORKMEN'S COMPENSATION — ACCIDENT — INCAPACITY—PARTIAL RECOVERY—SECOND ACCIDENT—TOTAL INCAPACITY—AMOUNT OF COMPENSATION—WORKMEN'S COMPENSATION ACT, 1925 (15 & 16 Geo. 5, c. 84) s. 9.

Appeal from Darlington County Court.

In 1921, a workman employed by the company as a smelter at £4 4s. 9d. a week sustained an injury to his hand by reason of an accident. For some time he was totally incapacitated. Subsequently he recovered partially, but could not work as a smelter. The company employed him as a labourer at £2 0s. 4d. a week, paying him 19s. 6d. a week compensation for his partial loss of earning capacity. In 1934 he injured the same hand through another accident and for two months was totally incapacitated. The compensation payable in respect of this accident, calculated under the Workmen's Compensation Act, 1925, was 22s. 7d. a week, but the County Court judge held that under the proviso to s. 9 of the Act, the maximum amount of compensation payable in respect of both accidents was 30s. a week.

Lord HANWORTH, M.R., allowing the appeal, referred to the opinion of Lord Dundas in *McKinstrey* v. *Auchinlea* [1920] S.C. 75, and said that he found difficulty in agreeing that incapacity was one and indivisible. Such a view was inconsistent with *Harwood* v. *Wyken Colliery Co.* [1913] 2 K.B. 158, where Hamilton, L.J., pointed out that in contrast to a Common Law claim for damages for tort, the Act provided for payments during periods of incapacity. *Hodgson* v. *West Stanley Colliery Co.* [1910] A.C. 229, supported this view. Effect should be given to the working of the Act which did not direct the two sums payable to be cut down. The proviso to s. 9 could not be applied to the two amounts of compensation.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *William Shakespeare; Duckworth.*

SOLICITORS: *Pattinson & Brewer; I. B. Pritchard.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Constantinidi *v.* Ralli.

Eve, J. 22nd February, 1935.

SETTLEMENT—RECTIFICATION—DRAFT ON WRITTEN INSTRUCTIONS—POWER OF APPOINTMENT TO CHILDREN BY WILL—PRESUMPTIVE NEXT-OF-KIN—PROPOSAL TO COMPROMISE. Summons.

The plaintiff, Mrs. C. Constantinidi, on 1st October, 1910, was married to her late husband, A. S. Constantinidi, and in contemplation of that marriage arranged to settle a fund of £25,000 then vested in trustees for her. She instructed a firm of solicitors to prepare the settlement giving a life interest to her husband after her death and subject thereto upon the usual trusts for the issue of the marriage or of any future marriage as she should appoint, and in default of appointment equally among her children at twenty-one or marriage, and upon failure of children in trust for such persons as the settlor should by will appoint, and in default of and subject to any such appointment in trust for her next-of-kin under the statutes of distribution. In giving these instructions the settlor wrote that "all capital that I can dispose of will be dealt with according to any will I may make," and that she would state in her will where the money was to go after her husband's death in case she had no children. The deed was prepared in this form without any general power of appointment by deed being reserved to the settlor, and having been approved by her was duly executed. The settlor never had any issue, and her husband, A.S.C., died in 1932. She was now fifty-four years of age, and in 1934 brought an action against the trustees of the settlement claiming rectification thereof by inserting a power of appointment by deed immediately before the general power of appointment by will. The action now came before the court on a summons to obtain the sanction of the court to a compromise under which the settlor would release her power of appointment by will over one-fifth of the fund in favour of her next-of-kin, on having substituted a general power by deed or will. The compromise was supported by all parties.

EVE, J., in giving judgment, said it was impossible to say that the settlor did not take part in the negotiations or that the settlement was not her deed. What she now said was: "I told them what I wanted but had I known what I know now I would have dealt with it very differently." The action could not be tried on affidavit evidence, *Bonhote* v. *Henderson* [1895] 1 Ch. 742, and at the present time it was very difficult to say what might transpire at the trial. It would be impossible to find a clearer case where there was no room for saying that the settlement did not follow the plaintiff's instructions, and as at present advised he (his lordship) could see no case made out for rectification. He could not, therefore, sanction the proposed compromise but would dismiss the summons, the costs to be costs in the action.

COUNSEL: *A. C. Nesbitt, H. F. F. Greenland, H. S. G. Buckmaster.*

SOLICITORS: *Church, Adams, Tatham & Co.*, for *Cobbett, Wheeler & Cobbett*, Manchester; *Freshfields, Leese & Munns.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re Walker's Settlement; Royal Exchange Assurance *v.* Walker.

Eve, J. 5th March, 1935.

TRUSTEES—POWER TO CONCUR IN SCHEME INVOLVING "AMALGAMATION" OF COMPANIES—TRUSTEE ACT, 1925, s. 10 (3).

This summons was taken out by the Royal Exchange Assurance as trustees of a settlement made by Henry Claude Walker, dated 8th March, 1920, to which a number of beneficiaries were made respondents. The summons raised the question whether a proposed scheme for the transfer to the London Associated Electricity Undertakings, Limited, of the issued capital of, among other electricity companies, the Westminster Electric Supply Corporation, was or was not an amalgamation within the meaning of s. 10 (3) of the Trustee Act, 1925, and whether the plaintiffs as trustees had power to concur in the scheme and to exchange stock of the Westminster Company for shares in the London Associated Electricity Undertakings, Limited. The trustees had considered the scheme and approved it generally in the interests of the beneficiaries. At the conclusion of the

arguments, his lordship reserved judgment and now delivered it, answering the question in the negative.

Eve, J., in giving judgment, said that included in the settled funds was a sum of £1,125 ordinary stock of the Westminster Electric Supply Corporation, Limited. A scheme was on foot for the acquisition by a holding company known as London Associated Electricity Undertakings, Limited, of the stock and share capital of the Westminster and five other similar companies. On 8th February, 1935, the holding company sent to the respective boards of the six companies a detailed statement of the scheme, which gave the terms on which the holding company were prepared to acquire stock in the Westminster Company. The inducement to accept the offer was that it was calculated to produce a more satisfactory return of profits. The trustees, however, found that the adult beneficiaries were not unanimous on the question whether the scheme ought to be accepted, and were in doubt themselves whether it was an amalgamation within the Act. The London Company was incorporated with the object of supplying electrical energy, together with many other objects not usually found in the memoranda of companies suitable for the investment of trust funds. So far as this there was little in the scheme which accorded with the primary meaning of the word "amalgamation." It did not involve the conclusion of any bargain by the six companies to combine their several undertakings and assets or to sink their individuality in a joint adventure. He, his lordship, could see nothing in the scheme which connoted such a binding together of two or more separate undertakings so as to fuse them into one. It had been held in the courts that no precise meaning could be given to the word "amalgamation" either as a legal or a commercial term. In the same case however Buckley, J., said in *In re South African Supply &c.* [1904] 2 Ch. 287, that "amalgamation" was the blending of two concerns. Eve, J., said that in his opinion he ought to answer the question raised by the summons in the negative and he did so. Costs would be paid out of capital.

Counsel: *Vaisey*, K.C., and *W. T. Elverston*; *F. R. Evershed* and *N. K. Hutton*; *C. E. Harman*, K.C., and *Gerald Upjohn*.

Solicitors: *Slaughter & May*; *Attenboroughs*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Britain Steamship Co. Ltd. *v.* Louis Dreyfus & Co. of New York.

MacKinnon, J. 1st March, 1935.

Charter-party—Grain Cargo—Two Ports of Discharge—Vessel to be left "in Seaworthy Trim" to proceed between Ports—Construction.

This was an appeal on an award in the form of a special case which raised the question of the meaning of the words "in seaworthy trim" in a charter-party. By the charter-party, dated the 22nd August, 1934, the owners' steamer "Finchley" was chartered to bring a grain cargo from Canada to ports in this country. By cl. 13 of the charter-party: "If the vessel is destined for two ports of discharge and the master is not so informed at the time of loading so as to enable him to arrange the storage it is agreed that the vessel is to be left in seaworthy trim to proceed between ports of discharge." The "Finchley" loaded at Montreal in September, 1934, a mixed cargo of wheat and other grain for London and Avonmouth. The "Finchley" discharged at London first, and on completion of discharge there, holds Nos. 2, 4 and 6 were only partly filled. Under the provisions of Sched. 18 of the Merchant Shipping Act, 1894, it was obligatory that a hold which was incompletely filled with grain should have not less than one-quarter of the grain in that hold bagged, the bags to be supported on suitable platforms laid on the grain in bulk. Further, the Board of Trade regulations required that with grain cargoes all necessary and reasonable precautions must be taken to prevent the grain from shifting. Before leaving London, therefore, for Avonmouth the master had to bag and secure the cargo in the partly filled holds, which involved an expenditure of £13 10s. 5d. When the vessel arrived at Avonmouth the grain had to be emptied out of the bags because the method of discharge there was in bulk, and the cost of emptying the bags amounted to £12. The shipowners claimed that they were entitled to be paid both those sums by the charterers; the £13 10s. 5d. being a necessary expenditure to put the steamer into a seaworthy trim within cl. 13 (*supra*), and the £12, the cost of getting the grain out of the bags, following necessarily from the necessity of putting it into them.

The arbitrator found that the preservation of the "trim" of the vessel did not involve shifting, or discharging and re-loading at London, any of the Avonmouth cargo, but that the expenses incurred by the shipowners were solely caused by the obligation to bag a certain quantity of the cargo and to comply with the Board of Trade regulations, and he awarded in favour of the charterers.

MacKinnon, J., said that on the construction of the words "in seaworthy trim" he thought that the arbitrator had taken too narrow a view, and the true construction was that, when discharge at the first port was finished, the steamer must be left in a condition in which she could safely meet the perils of the sea on her passage to the second port of discharge. The whole of cl. 13 must be read together. Here the information given to the master at Montreal was not such as to enable him to stow so that the expense of bagging in London could be avoided, and the shipowners were therefore entitled to recover the £13 10s. 5d. As to the £12, the customary manner of discharging at Avonmouth was in bulk, and if the shipowners brought in a cargo in bags the obligation was on them to turn it into bulk. He therefore held that the shipowners could not recover the £12.

Counsel: *W. L. McNair*, for the appellants; *A. A. Mocatta*, for the charterers.

Solicitors: *Holman, Fenwick & Willan*; *Richards, Butler, Stokes and Woodham Smith*.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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Obituary.

MR. E. E. BURGESS.

Mr. Edwin Ernest Burgess, solicitor, a partner in the firm of Messrs. Dawson & Burgess, of Doncaster, died recently at the age of fifty-eight. Mr. Burgess, who was admitted a solicitor in 1899, was in partnership with the late Mr. Alfred Dawson. When Mr. Dawson retired Mr. W. Hainsworth became a partner in the firm.

MR. A. H. DYMOND.

Mr. Arthur Hingston Dymond, retired solicitor, died at Chelsea, on Monday, 11th March, at the age of eighty-one. Mr. Dymond formerly practised as a solicitor at Exeter.

MR. W. HAYDON.

Mr. William Haydon, solicitor, partner in the firm of Messrs. Shelly & Johns, of Plymouth, died in a nursing home, on Thursday, 7th March. Mr. Haydon had been a member of the firm for fifty years. Entering the office as a clerk, he became managing clerk and was admitted a solicitor in 1924.

MR. A. LLOYD.

Mr. Alun Lloyd, retired solicitor, of Rhyl and St. Asaph, died recently in London. He was at one time an alderman of Flintshire County Council, retiring on his appointment as deputy coroner for Flintshire.

Parliamentary News.

Progress of Bills.

House of Lords.

Ayr County Water Bill.
Read First Time. [12th March.
City of London (St. Paul's Cathedral Preservation) Bill.
Read Second Time. [12th March.
Clacton-on-Sea Pier Bill.
Read Second Time. [13th March.
Coventry Canal Navigation Bill.
Read First Time. [7th March.
Herring Industry Bill.
Read Third Time. [12th March.
Increase of Rent and Mortgage Interest (Restrictions) Bill.
Read First Time. [12th March.
Matrimonial Causes (Amended Procedure) Bill.
Amendments Reported. [12th March.
Medway Lower Navigation Bill.
Read First Time. [7th March.
Middlesex County Council Bill.
Read Second Time. [12th March.
Ministry of Health Provisional Order (Cumberland and Lancaster) Bill.
Read Third Time. [7th March.
Ministry of Health Provisional Order (Gloucester and Warwick) Bill.
Read Third Time. [7th March.
Ministry of Health Provisional Order (Holland and Kesteven) Bill.
Read Third Time. [7th March.
Ministry of Health Provisional Order (Holland and Lindsey) Bill.
Read Third Time. [7th March.
Ministry of Health Provisional Order (Leicester and Warwick) Bill.
Read Third Time. [7th March.
Norwich Electric Tramways Bill.
Read Third Time. [12th March.
Oxford Canal Bill.
Read First Time. [7th March.
Post Office and Telegraph (Money) Bill.
Read First Time. [12th March.
Rochdale Canal Bill.
Read First Time. [7th March.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Read First Time. [7th March.
Weaver Navigation Bill.
Read First Time. [7th March.
Weymouth Waterworks Bill.
Read Second Time. [13th March.

House of Commons.

Cattle Industry (Emergency Provisions) Bill.
Reported, without Amendment. [13th March.
Government of India Bill.
In Committee. [13th March.
Herring Industry Bill.
Lords Amendments agreed to. [13th March.
Increase of Rent and Mortgage Interest (Restrictions) Bill.
Read Third Time. [8th March.
Long Leases (Scotland) Bill.
Read First Time. [12th March.
Norwich Electric Tramways Bill.
Read First Time. [12th March.
Post Office and Telegraph (Money) Bill.
Read Third Time. [8th March.
Saltburn and Marske-by-the-Sea Urban District Council.
Read Third Time. [7th March.
Sunderland Corporation Bill.
Read First Time. [13th March.
Weaver Navigation Bill.
Read Third Time. [7th March.

Questions to Ministers.

SHORTHAND WRITERS.

Mr. LOFTUS asked the Attorney-General if any decision has yet been taken as to the appointment of official shorthand writers for the King's Bench Division; and, if so, whether the scheme will be limited to the King's Bench Division or extended to the Chancery Division and the Court of Appeal and the Official Referee's Court?

The ATTORNEY-GENERAL: My Noble Friend the Lord Chancellor informs me that he is not yet in a position to make any statement on the subject of the proposals to which my hon. Friend refers. [13th March.

HOUSING: SLUM CLEARANCE (COMPENSATION).

Mr. D. G. SOMERVILLE asked the Minister of Health how many towns in this country have hitherto voluntarily granted compensation under the Housing Act, 1930, s. 41; and the towns in each case and the aggregate sums granted?

Mr. HUTCHISON asked the Minister of Health how many cases in Essex have been brought to his notice in which, as a result of s. 41 of the Housing Act, 1930, permitting local authorities to make allowances to traders dispossessed under slum-clearance schemes, compensation has been granted to such traders?

Sir H. YOUNG: Payments under the Section are entirely at the discretion of the local authorities and do not require my consent, but, in connection with the proceedings upon the Housing Bill now before Parliament, I am now obtaining information on this matter. I will communicate further with my hon. Friends when this information is available.

Mr. SOMERVILLE: Would it be possible to circularise the various counties to deal liberally with hard cases.

Sir H. YOUNG: I do not think that is necessary. [7th March.

BUILT-UP AREAS (SPEED LIMIT).

Mr. SIMMONDS asked the Secretary of State for the Home Department whether, in order to maintain the present good relations between the police and the motoring public, he will give instructions that the offence of exceeding the new speed regulations should not lead to prosecution where the excess is but two or three miles per hour and is unaccompanied by specifically dangerous driving?

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (Sir John Gilmour): No, Sir, It is the duty of the police to enforce the law as enacted by Parliament, and I have no authority to instruct the police to refrain from prosecuting in the cases mentioned. Ample warning is being given of the procedure which will be followed by the police, and I hope that the motoring public, by their general observance of the intentions of Parliament, will render unnecessary any frequent recourse to proceedings on the part of the police. [13th March.

ROYAL COURTS OF JUSTICE.
STAFF (PAY AND PENSIONS).

Mr. KIRKWOOD asked the Attorney-General when it is intended to restore the cuts imposed on the uniformed staff in the Royal Courts of Justice and upon the ushers attached to the High Court of Justice and the Courts of Appeal; whether he will consider an upward revision of the scales of pay of these men in view of the present low rates of remuneration; and

whether steps will be taken to provide an adequate pension for these servants of the State?

THE ATTORNEY-GENERAL (Sir Thomas Inskip): I am advised that the uniformed staff and ushers in the Royal Courts of Justice will be treated in the same way as other public servants in the matter of the restoration of the emergency cuts. There is no reason for considering a special upward revision of pay in their case having regard to the fact that their scales of pay are based on the rates generally applicable to analogous grades employed in the public service. As regards the last part of the question, the attendant staff in the Royal Courts of Justice is organised in three grades, of which the two higher are pensionable in accordance with the terms of the Superannuation Acts, the members of the lower grade being eligible for promotion to the higher grades. I am informed that there are no grounds for modifying these arrangements which are in conformity with those in force in the case of messenger and attendant staffs generally in the public service. [13th March.

Rules and Orders.

THE LOCAL GOVERNMENT (ADJUSTMENT OF GAINS AND LOSSES IN COUNTY DISTRICTS) AMENDMENT REGULATIONS, 1935, DATED MARCH 5, 1935, MADE BY THE MINISTER OF HEALTH UNDER SECTION 94 (1) (*d*) OF THE LOCAL GOVERNMENT ACT, 1929 (19 & 20 GEO. 5. c. 17).

80906.

The Minister of Health in exercise of the powers conferred on him by paragraph (*d*) of sub-section (1) of section 94 of the Local Government Act, 1929, and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1.—(i) These regulations may be cited as the Local Government (Adjustment of Gains and Losses in County Districts) Amendment Regulations, 1935.

(ii) These Regulations shall be read as one with the Local Government (Adjustment of Gains and Losses in County Districts) (First Fixed Grant Period) Regulations, 1932* (hereinafter in these regulations referred to as "the regulations of 1932") the Local Government (Adjustment of Gains and Losses in County Districts) (Second Fixed Grant Period) Regulations, 1933,† and the Local Government (Adjustment of Gains and Losses in County Districts) Amendment Regulations, 1934‡ (which are hereinafter in these Regulations together referred to as the "existing regulations") and the existing regulations and these regulations may together be cited as the Local Government (Adjustment of Gains and Losses in County Districts) Regulations, 1932 to 1935.

2. The existing regulations shall apply in relation to the whole of the second fixed grant period as they do in relation to the first two years of that period, and accordingly regulation 1 of the regulations of 1932 shall have effect as though—

(*a*) after the words "the years of the first fixed grant period" therein there were inserted the words "and the years of the second fixed grant period"; and

(*b*) the words "and the first two years of the second fixed grant period" were deleted therefrom.

Given under the Official Seal of the Minister of Health this fifth day of March, nineteen hundred and thirty-five.

(L.S.) *R. J. Simpson,*
Assistant Secretary,
Ministry of Health.

* S.R. & O. 1932 (No. 281) p. 761. † S.R. & O. 1933 (No. 212) p. 1026.
‡ S.R. & O. 1934 (No. 682) p. 979.

Societies.

University of London: King's College.

THE "LOTUS" CASE.

Lecturing at King's College on the 6th March, Mr. ROLAND VAUGHAN WILLIAMS, K.C., criticised strongly the decision of the Permanent Court of International Justice in the case of *s.s.* "*Lotus*" (1927, Judgment No. 9). The court sat to decide whether the Turkish courts had acted in accordance with international law in convicting for manslaughter an officer of the French mail steamer "Lotus," which had collided with the Turkish collier "Boz Kourt" and caused the death of eight Turkish nationals. The Permanent Court had consisted of twelve judges of different nations under a Swiss president. The French case had been that a state was not entitled, apart from express or implicit special agreements, to extend its criminal jurisdiction to include a crime or offence committed by a foreigner abroad, merely because one of its nationals had suffered; moreover, that acts done on the high seas aboard a merchant ship were, as regards criminal proceedings, amenable only to the jurisdiction of the state whose flag the vessel flew; and that the question of whether the act causing the collision was culpable must be considered only in the light of national regulations which applied to the ship. The Turkish case was that the Turkish courts had only to take care not to act in a manner contrary to the principles of international law; as no such principle had debarred Turkey from entertaining an action for damages, she had also had jurisdiction to institute criminal proceedings. She relied on s. 6 of the Turkish Penal Code of 1926, prescribing penalties against a foreigner who committed an offence abroad to the prejudice of Turkey or a Turkish subject; this section was stated to be taken word for word from the Italian Penal Code, and not to be contrary to the principles of international law.

The twelve judges were equally divided and the Swiss president gave his casting vote in favour of Turkey. The six dissenting judges delivered minority judgments. The judgment of the court went beyond what was strictly necessary to decide the case. It first held that the onus was upon France to formulate and establish the principles which Turkey was alleged to have violated, not upon Turkey to establish the principles which would permit her to take criminal proceedings, and it decided that France had not fulfilled the burden of proof. It further held that there was no reason why a state's extra-territorial jurisdiction should not extend to criminal cases, and that the flying of the Turkish flag constituted the "Boz Kourt" Turkish territory. Part of the French case had been that involuntary manslaughter committed in the territory of one state and taking effect in another could not be considered as having been committed in the other state, but the court held that there was no rule of international law which laid down that involuntary manslaughter was subject to different rules as regards jurisdiction from those governing any other crime. It also held that in criminal cases there was no different rule from that which applied to other occurrences on or between ships, and that there was concurrent jurisdiction of the states concerned.

Lord Finlay, one of the dissenting judges, held that the practice with regard to crimes committed at sea had been that the accused should be tried by the courts of the country to which his ship belonged, with the possible alternative of the courts of his own country. The one exception was piracy. He disagreed that the onus of proof of a breach of international law was on France, and that for the present purpose the Turkish ship ought to be regarded as part of Turkey. He quoted a case on all fours with the present one (*R.* v. *Keyn* (1877), 2 Ex. Div. 63, or the "*Franconia*" *Case*), in which the Court for Crown Cases Reserved had held that the English courts had no jurisdiction to try a German master who had caused the death of an English passenger by negligently allowing his ship to collide with an English ship. This decision, he said, had rested on the principles not only of English but also of international law.

Mr. Vaughan Williams, in criticising the majority judgment, declared that the decision on the narrower point amounted to this: that for all purposes of criminal jurisdiction a ship on the high seas was part of the territory of the state whose flag she flew. This was a view not easy to defend on logical grounds. When a ship was in a foreign port, it could not be seriously contended that a person on board the ship was in the territory of the state whose flag she flew. A ship was, in fact, no territory at all, and the rule that she was part of the territory of the state whose flag she flew was a convenient legal fiction; to treat the rule as anything but a fiction was likely to lead to insuperable difficulties. Moreover, when a crime was begun in one jurisdiction and took effect in another, either country might try it if it were an intentional crime, but the case of involuntary manslaughter was altogether different. The jurisdiction in the case of an international crime was really based on the constructive presence of the accused in the country where the crime took effect. A man who wrote letters with a view to defrauding people in Germany was constructively present in Germany (*Re Nillins* (1884), L.J. M.C. 157). In involuntary manslaughter, this element of intention was lacking. Again, ships had a very special character, and collisions involved highly technical questions. In the vast majority of cases where the master of a ship was charged with negligent navigation, the main question would be whether he was acting in accordance with the regulations as to navigation laid down by the authorities in his country, and this question the courts of his own country were the most competent to judge. If the decision in the "*Lotus*" *Case* was to be held as good international law, a captain who, while navigating his ship on the high seas in perfect accord with the regulations of his own country, had the misfortune to be

involved in a collision, was liable on landing in the country of the other ship to be convicted on the ground that he did not act in accordance with the regulations of that country, he might be ignorant of these regulations, and he might be convicted for actually doing something which by the laws of his own country he was bound to do. In order to avoid a collision a difficult manœuvre was often necessary and the difficulty would be increased if the master had to obey two distinct sets of regulations. Mr. Vaughan Williams considered that the court had pushed much too far the analogy between events on land and events on sea. No application of international law to maritime matters, he said, was sound which failed to take into account the difference between sea and land, between ships and actual territory.

On the wider point, he said, the decision came to this: that a country might do as it chose so long as it did not infringe some definite rule of international law, and that if an alleged rule was not observed by some countries, then it was no rule. He objected that international law was based largely on custom, one of its objects being to induce countries to conform to certain general principles in their relations with nationals of other countries. The principle laid down in the "*Lotus*" *Case* would tend to prevent altogether the growth of international law otherwise than by treaty. He pointed out that countries, in their attitude towards international law, might be divided into three classes. Those countries which had taken all they wanted and wished to enjoy their possessions in peace were staunch upholders of it. They were supported by the second class, those countries which wished not to be deprived of what little they had. The third class of country was of moderate size and thought that its position in the world was not as great as it should be. Such countries had supreme contempt for international law whenever it was not in their favour. They divided international disputes into questions for judicial decision and questions of honour, the former being cases where only other countries were involved, the latter cases which concerned themselves. The rise of national particularism had been responsible for a type of legislation based on the misconception that a country had a right to protect its nationals from criminal acts committed abroad by the nationals of a state which owed no allegiance at all to the country of the traveller. The decision of the majority in the "*Lotus*" *Case*, thought Mr. Vaughan Williams, did much to encourage this very undesirable type of legislation. The Permanent Court undoubtedly had a great future, but it was as well that nothing had been laid down in the "*Lotus*" *Case* which could be regarded as a precedent. The matter remained as uncertain as ever, but parties who submitted their case to the Permanent Court in the form of a "*compromis*" should indeed be very careful how it was worded.

University of London Law Society.

The University of London Law Society on Tuesday, 5th March, held an ex-Presidents' evening, when the following motion was proposed by Mr. J. C. Hales, barrister-at-law, and seconded by Mr. Goodman: "That the crime of bigamy is an offence against women." The negative was argued by Mr. Landau, barrister-at-law, and Mr. Jacob. The motion was lost by nine votes to seven. The President (Mr. M. O'C. Stranders, barrister-at-law) was in the chair.

Mr. M. O'Connell Stranders, LL.B., President of the University of London Law Society, at the School of Economics, on Tuesday, 12th March, welcomed Mr. A. Goodman, LL.B., on his taking his seat on the bench, as judge over a moot, which took the form of a humorous civil action for damages by an ex-student against the University authorities because he could not pass the examinations. The defence was that the plaintiff was mentally deficient. The parts were admirably presented by Counsel for plaintiffs, Mr. Fertado and Mr. Kelly; Counsel for defendant, Mr. J. Wood and Mr. Garner; Clerk, Mr. Poteliakhoff; Usher, Mr. Wylie; the plaintiff, Mr. F. E. C. Wood; Lord Blanco, Mr. Reed; Miss Binks, Miss Glencross; Miss Jones, Miss Arnold; Prof. Dubois, Mr. Hales; Dr. Medico, Mr. Rogers; and Miss Oso Fast, Miss Jaffee.

The Union Society of London.

(Centenary Year.)

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 6th March, at 8.15 p.m., the President (Mr. Alun Llewellyn) being in the chair. Mr. E. J. Rendle (Hon. Secretary) proposed the motion "That this House is in favour of the proposed Air Pact." The President opposed, and Messrs. Brundrit, Fraser, Sandilands, Bassett, Mainwaring, Hurle Hobbs, Moses, Coram and Dobson also spoke. Mr. Rendle replied. Upon division the motion was lost by one vote.

The Law Association.

The usual monthly meeting of the Directors was held on the 4th March, Mr. H. Ross Giles in the chair. The other Directors present were Mr. E. Evelyn Barron, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. C. F. Pridham, Mr. John Venning, Mr. Wm. Winterbotham, and the Secretary Mr. Andrew H. Morton. A sum of £270 was voted in relief of deserving applicants, and other general business was transacted.

Gray's Inn Debating Society.

The fourth meeting of the year was held in the Restaurant of the May Fair Hotel at 8 p.m. on Tuesday, 5th March, when an informal dinner, followed by dancing and a cabaret performance, took place, the President (Capt. F. J. Parker) being in the chair.

United Law Society.

A meeting of the United Law Society was held on the 4th March in Middle Temple Common Room. Mr. R. J. Kent proposed "That the system of compulsory registration of title to land now in force in the County of London should be extended to the whole of England." Mr. R. D. Wood opposed. Messrs. S. A. Redfern, G. B. Burke, R. W. Bell, A. Newman Hall (President of the Hardwicke Debating Society), J. H. Menzies, H. Everett and T. R. Owens spoke, and Mr. R. J. Kent replied. The motion was won by three votes.

A meeting of the United Law Society was held on the 11th March, in Middle Temple Common Room. Mr. A. Blundell proposed: "That *Haynes* v. *G. Harwood & Son* [1935] 1 K.B. 146, was wrongly decided." Mr. J. M. Mathias opposed. Messrs. J. H. Menzies, R. E. Ball, O. T. Hill and H. S. Wood-Smith spoke, and Mr. A. Blundell replied. The motion was lost by one vote.

The Hardwicke Society.

A meeting of the Society was held on Friday, 8th March, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. A. Newman Hall) in the chair. The Hon. F. P. Howard (Hon. Secretary) moved: "That this House approves of the Government's housing policy." Mr. N. F. Stogden opposed. There also spoke: Mr. A. M. McNabb, Mr. J. A. Petrie, Mr. T. Southall, Prince L. Lieven, Mr. Reginald Jones and Mr. T. Mayers. The hon. mover having replied, the House divided, and the motion was carried by three votes.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at No. 60, Carey-street, London, on the 6th March. Mr. T. G. Cowan (in the chair), Sir Norman Hill, Bart., Sir Edmund Cook, C.B.E., Mr. E. E. Bird, Mr. G. S. Blaker (Henley), Mr. A. J. Cash (Derby), Mr. T. S. Curtis, Mr. G. C. Daw (Exeter), Mr. E. F. Dent, Mr. R. Epton (Lincoln), Mr. O. J. Humbert, Mr. G. Keith, Mr. C. W. Lee, J.P., Mr. A. R. Moon (Manchester), Mr. R. C. Nesbitt, Mr. H. F. Plant, M.C., Mr. F. S. Stancliffe (Manchester), Mr. A. B. Urmston (Maidstone), Mr. H. White, M.A. (Winchester), and the Secretary. £928 was distributed in grants to necessitous cases; twenty-one new members were elected; and other general business was transacted.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 5th March (Chairman, Mr. P. W. Iliff), the subject for debate was "That this House welcomes the air pact as proposed at the recent Anglo-French Conversations." Mr. J. C. Christian Edwards opened in the affirmative; Mr. E. F. Iwi opened in the negative. The following also spoke: Messrs R. D. C. Graham, R. Langley-Mitchell, J. F. Ginnett, A. N. Buckmaster, E. V. E. White, Miss U. A. Hastie, Messrs. K. A. Wyndham-Kaye and T. R. E. Ennion. The opener having replied the motion was lost by one vote. There were eleven members present.

The Solicitors' Managing Clerks' Association.

A meeting will be held on Friday, 22nd March, in the Old Hall, Lincoln's Inn, by kind permission of the Benchers, when Mr. W. P. Spens, K.C., will deliver a lecture on "Executors carrying on a Testator's business." The chair will be taken at 7 o'clock precisely by The Right Hon. Lord Justice Romer.

Legal Notes and News.

Honours and Appointments.

Mr. John Steele Gordon, solicitor, of Forfar, has been appointed Dean of the Society of Procurators and Solicitors of Forfarshire, in succession to the late Col. MacHardy. Mr. Gordon is a member of the firm of Messrs. W. & J. S. Gordon, solicitors, and is an honorary Sheriff-Substitute of the County of Forfarshire.

Professional Announcements.

(2s. per line.)

Solicitors & General Mortgage & Estate Agents Association.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

RESIGNATION OF RECORDER OF HEREFORD.

His Honour Judge A. Gwynne-James has intimated to the Home Secretary that he wishes to resign the office of Recorder of Hereford, which he has held since 1894. Judge Gwynne-James was called to the Bar by the Middle Temple in 1881. He has been Judge of County Courts, Bath Circuit, since 1900.

THE SOCIETY OF INCORPORATED ACCOUNTANTS AND AUDITORS.

Sir James Martin, J.P., has been elected President of the Society of Incorporated Accountants and Auditors, and Mr. C. Hewetson Nelson, J.P., has been elected Vice-President.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on April 29th, 30th, May 1st and 2nd in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban. Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

The Stock Exchange Official Year Book, 1935, will be published on 25th March.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Non-Witness.	Group I. Mr. Justice Bennett. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Mar. 18	More	Jones	Andrews	*Ritchie
,, 19	Hicks Beach	Ritchie	More	*Andrews
,, 20	Andrews	Blaker	Ritchie	*More
,, 21	Jones	More	Andrews	*Ritchie
,, 22	Ritchie	Hicks Beach	More	Andrews
,, 23	Blaker	Andrews	Ritchie	More

Date.	Group I. Mr. Justice Crossman. Witness. Part. II.	Group II. Mr. Justice Clauson. Witness. Part. II.	Group II. Mr. Justice Luxmoore. Witness. Part I.	Group II. Mr. Justice Farwell. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Mar. 18	*More	Jones	*Hicks Beach	Blaker
,, 19	Ritchie	*Hicks Beach	*Blaker	Jones
,, 20	*Andrews	Blaker	*Jones	Hicks Beach
,, 21	More	*Jones	Hicks Beach	Blaker
,, 22	*Ritchie	Hicks Beach	*Blaker	Jones
,, 23	Andrews	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 28th March, 1935.

	Div. Months.	Middle Price 13 Mar. 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115½	3 9 3	3 0 5
Consols 2½%	JAJO	86½	2 17 10	—
War Loan 3½% 1952 or after	JD	106¾	3 5 7	3 0 2
Funding 4% Loan 1960-90	MN	118½	3 7 6	2 18 10
Funding 3% Loan 1959-69	AO	103¼xd	2 18 1	2 16 4
Victory 4% Loan Av. life 29 years	MS	115½	3 9 3	3 3 6
Conversion 5% Loan 1944-64	MN	123	4 1 4	1 19 10
Conversion 4½% Loan 1940-44	JJ	112¾	3 19 10	2 3 10
Conversion 3½% Loan 1961 or after	AO	106½	3 5 9	3 2 8
Conversion 3% Loan 1948-53	MS	105½	2 16 10	2 10 0
Conversion 2½% Loan 1944-49	AO	102¼	2 8 10	2 4 4
Local Loans 3% Stock 1912 or after	JAJO	96	3 2 6	—
Bank Stock	AO	366½	3 5 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96	3 2 6	—
India 4½% 1950-55	MN	114½	3 18 7	3 5 2
India 3½% 1931 or after	JAJO	95½	3 13 4	—
India 3% 1948 or after	JAJO	85	3 10 7	—
Sudan 4½% 1939-73 Av. life 27 years	FA	121	3 14 5	3 6 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 17 2
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 12 2
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 8 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	109	3 13 5	3 6 7
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	99	3 10 8	3 11 10
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	116	3 9 0	3 3 0
*Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 6
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 18 4
Leeds 3% 1927 or after	JJ	94	3 3 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	85½	2 18 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2 9 6	—
*Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
* Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
†Middlesex County Council 4% 1952-72	MN	116	3 9 0	2 17 0
† Do. do. 4½% 1950-70	MN	118	3 16 3	3 1 3
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	111	3 12 1	—
Gt. Western Rly. 4½% Debenture	JJ	123½	3 12 10	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	130½	3 16 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference	MA	113½	4 8 1	—
Southern Rly. 4% Debenture	JJ	110½	3 12 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111½	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	127½	3 18 5	—
Southern Rly. 5% Preference	MA	113½	4 8 1	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

DIRECTORY OF SURVEYORS, VALUERS, AUCTIONEERS & ESTATE AGENTS—*continued.*

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THE
PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN
(FORMERLY EAST LONDON HOSPITAL FOR CHILDREN)
SHADWELL, LONDON, E.1

Earnestly requests the help of Solicitors when preparing Charitable Bequests.

LEGACIES

are a valued and much needed help in our great work.

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

Patrons: THEIR MAJESTIES THE KING AND QUEEN.
Chairman: BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, SIR EDWARD PENTON, K.B.E. (Phone: East 5068.)

By order of Trustees.
(In conjunction with MARTIN & CO.)
STIMSON & SONS
will SELL by AUCTION, at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY, 28th MARCH, at 2.30 o'clock, the following
FREEHOLD GROUND RENTS.

£30 PER ANNUM secured upon Ten Houses, Nos. 35 to 53, Southport-road, Plumstead, with Reversion at Lady Day, 1972.
£20 PER ANNUM secured upon Seven Houses, Nos. 11 to 21, and 65, Cowley-road, Wanstead, with Reversion in 22 years.
£17 10s. PER ANNUM secured upon Five Houses, Nos. 126 to 134, Howard's-road, Plaistow, with Reversion at Midsummer, 1976.
£8 PER ANNUM secured upon Two Semi-detached Houses, Nos. 58 and 60, Hawthorn-grove, Penge, with Reversion in 24 years.

Particulars of the Solicitors: Messrs. J. A. MARSDEN POPPLE, 79, Cannon-street, E.C.4, and 28A, Grove-vale, East Dulwich, S.E.22; Messrs. MARTIN & CO., Auctioneers, 28, Grove-vale, East Dulwich, S.E.22; and of STIMSON AND SONS, 25, Ironmonger-lane, E.C.2, and 12, New Kent-road, S.E.1.

By order of Trustee.
KENNINGTON.
Close to tram and omnibus route and near Kennington Park.
STIMSON & SONS
will SELL by AUCTION at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY, 28th MARCH, at 2.30, in one Lot,
FORTY FREEHOLD HOUSES
two with Shops and Stabling Premises, as follows:—
Nos. 31 to 61 (odd) and 51A, Newburn-street.
Nos. 1 to 6 and 8, Garden Cottages.
Nos. 6 and 8, Frank-street.
Nos. 1, 2, 26A and 27A, Esher-street.
No. 17½, Loughborough-street.
Nos. 2 to 9, Wynyard-terrace; and
No. 14, Kennington-grove, Upper Kennington-lane, and a Leasehold House No. 363, Kennington-road, Term 26 years unexpired at a ground rent of £10 per annum. The whole let weekly and producing £2,301 17s. 4d. per annum.

Particulars of the Solicitors: Messrs. F. DUKE & SONS, 18 and 19, Ironmonger-lane, E.C., and of STIMSON & SONS, Auctioneers and Surveyors, 25, Ironmonger-lane, E.C.2, and 12, New Kent-road, S.E.1.

H. E. FOSTER & CRANFIELD
'Phone: City 1451 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1,227.
RENT-CHARGES, REVERSIONS, POLICIES, &c.
At the LONDON AUCTION MART, E.C.4.
On THURSDAY next, 21st MARCH, at 2.30.

PERPETUAL RENT-CHARGES amounting to **£355 10s.** per annum, payable by the Corporation of Ryde (I. of W.).—Solicitors: Messrs. Halsey, Lightly and Hemsley, 32, St. James's-place, S.W.1, and Messrs. Fardell, Ryde (I. of W.).

ABSOLUTE REVERSION on decease of life 55 to one-third of **£29,600**; also ABSOLUTE REVERSION on decease of lives 55 and 74 to one-sixth of Rs.450.00 Indian Government 3½ per cent. paper, subject to payment out of a sum of £6,050.

ABSOLUTE REVERSION, life 76, to about **£860.**—Solicitors: Messrs. T. H. O'Connor & Co., 48, Dover-street, W.1.

POLICIES OF ASSURANCE.

£5,000 fully-paid Phœnix Assurance Co. Life 72. Bonuses £2,307 10s.
£7,000 fully-paid Standard Life Assurance Co. same life.
£3,000 fully-paid New York Life Insurance Co. same life.
£2,100 Law Life (now Phœnix Office), life 67, premium £56 14s. Bonuses £2,376.
£4,500 Liverpool and London and Globe Insurance Co. on life of a Baronet, aged 66, premium £198 7s. 6d. Bonuses £1,451 5s.
£,5000 same Office, same life, premium £242 10s. Bonuses £1,437 10s.
£500 same Office, same life, premium £22 8s. 4d. Bonuses £161 5s.

Solicitors: Messrs. Boodle, Hatfield & Co., 53, Davies-street, W.1.

PERIODICAL SALES.
ESTABLISHED 1843.
H. E. FOSTER & CRANFIELD
conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

PERIODICAL PROPERTY AUCTIONS.
H. E. FOSTER & CRANFIELD
beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

5 FREEHOLD SHOP PROPERTIES
LET
TO MULTIPLE CONCERN
(with about 30 branches) on 42-year full repairing leases without breaks, to show a return of 6½ per cent.
PRICE £15,000.
Particulars on personal application at the Offices of the Sole Agents.
WHITE, DRUCE & BROWN,
6, HANOVER-SQUARE, W.1.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART,
Special attention also given to
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Established 1773. **HERRING, SON & DAW** Established 1773.

SIR HERBERT DAW H. WARWICK DAW

REAL ESTATE INVESTMENT SPECIALISTS.

BY ORDER OF THE UNITED DAIRIES, LTD. **REDUNDANT AND SURPLUS PROPERTIES.**

Important Two Days' Auction Sale—Tuesday and Wednesday, 2nd and 3rd April, 1935.

FREEHOLD AND LEASEHOLD

SHOP, HOUSE AND COMMERCIAL PROPERTIES

IN THE PRINCIPAL LONDON SUBURBS.

INVESTMENTS.

FREEHOLD.

	Income (Annual).
ACTON—29, GUNNERSBURY-LANE	£100
BATTERSEA—21-31, LATCHMERE-STREET	£224
BRIXTON—1-5, INDUSTRY-TERRACE	£153
BROMLEY—TWEEDY-ROAD	£100
CAMBERWELL—98-106, HARRIS-STREET	£195
CLAPHAM—117, HARTINGTON-ROAD	£125
115, 117, 119, PLOUGH-ROAD	£310
CROUCH END—44, COLERIDGE-ROAD	£337
DAGENHAM—137-9, BROAD-STREET	£50
EALING (WEST)—1-27, PRINCES-ROAD	£413
EAST HAM—6, VICARAGE-LANE	£80
EAST MOLESEY—100-102, WALTON-ROAD	£150
EPSOM—2, 4 and 6, MANOR GREEN-ROAD	£145 12s.
FOREST GATE—10, CAPEL-ROAD	£432
HAMPSTEAD—151, BROADHURST-GARDENS	£120
HOLBORN—BARHAM HOUSE, HANDEL-STREET	£1,283
HOLLOWAY—125, GROVE-ROAD	£260
ILFORD—30, ILFORD-HILL	£250
KENSAL RISE—697, HARROW-ROAD	£221
KENSINGTON—59, MARLOES-ROAD	£162
LEE—1, MANOR PARK-PARADE	£85
REAR 1-8, MANOR PARK-PARADE	£136 10s.
LIMEHOUSE—44-44A, GRENADE-STREET	£650
NORWOOD (UPPER)—29, WESTOW-STREET	£150
NORWOOD (SOUTH)—4, 6 and 8, SOUTH NORWOOD HILL	£181
NOTTING HILL—30, UXBRIDGE-STREET	£117
PADDINGTON—80, KENSAL-ROAD	£300
98-100, KENSAL-ROAD	£750
PLAISTOW—2A, CLEGG-STREET	£60
104, PLASHET-ROAD	£225
ROMFORD—122, SEYMER-ROAD	£120
SIDCUP—10, BIRKBECK-ROAD	£90
SYDENHAM—IVYDENE, NEWLANDS PARK	£65
WESTCOTT, NEWLANDS PARK	£78
17-19, SYDENHAM-ROAD	£400
294-296, SYDENHAM-ROAD	£175 18s.
WANDSWORTH—33, WEST HILL	£250
WIMBLEDON—WIMBLEDON PARK FARM	£208
WINCHMORE HILL—28, BROADWAY	£130
WOOD GREEN—95-101, TOLLINGTON PARK	£324 6s.
FACTORY, REDVERS-ROAD	£715

FREEHOLD GROUND RENTS.

FOREST HILL—1-30, CHAPLIN-STREET	£40
NORWOOD (SOUTH)—2, SOUTH NORWOOD HILL	£6

LEASEHOLD.

ACTON—13, ACTON VALE	£95
BLACKHEATH—2A, GROTE'S-PLACE	£131
BRIXTON—6-8, INDUSTRY-TERRACE	£327
16-20, INDUSTRY-TERRACE	£166
BROMLEY—10, POPES-ROAD	£68
CRICKLEWOOD—2, SKARDU-ROAD	£75
DAGENHAM—9, CHEQUERS-PARADE	£220
EALING—4, CLOVELLY-ROAD	£75
FINCHLEY (NORTH)—2, WOODSIDE PARK-ROAD	£67
FOREST GATE—107, FOREST-LANE	£65
FOREST HILL—7, SUNDERLAND-ROAD	£130
GREENWICH—50, BLACKWALL-LANE	£60
HARROW—1, ST. KILDA'S-ROAD	£120
ILFORD—47A, WANSTEAD PARK-ROAD	£65
NEW CROSS—3-5, EGMONT-STREET	£104
PADDINGTON—250, SHIRLAND-ROAD	£126
PLUMSTEAD—18, 20, 22, CAMROSE-STREET	£174 10s.
PUTNEY—281, PUTNEY BRIDGE-ROAD	£162
SYDENHAM—1, HOMECROFT ROAD	£25

VACANT POSSESSION.

EAST FINCHLEY.

39, HIGH-ROAD.
VALUABLE FREEHOLD BLOCK OF FACTORY AND OFFICE BUILDINGS, GARAGE, YARDS AND RAILWAY SIDINGS. SITE AREA 57,000 SQ. FT.

ILFORD.

IMA HOUSE, HIGH-ROAD.
A VALUABLE FREEHOLD HOUSE.
FRONTAGE 58 FEET. DEPTH 100 FEET.
SUITABLE FOR SHOP PREMISES.

CHEAM.

FREEHOLD SHOP PROPERTY.
MANOR DAIRY, UPPER MULGRAVE-RD.
CORNER SHOP WITH LIVING ACCOMMODATION OVER AND A VALUABLE SITE.

STRATFORD.

Nos. 2-22, WELLS-STREET AND 18-22, FRANCIS-STREET.
TEN FREEHOLD COTTAGES AND LARGE GARAGE PREMISES.
SITUATED OFF LEYTONSTONE-ROAD.
WITH POSSESSION OF ONE COTTAGE AND THE GARAGE.

TULSE HILL.

THE LEASEHOLD SHOP PREMISES
37, TULSE-HILL, S.W.
SHOP AND TWO FLOORS OF LIVING ACCOMMODATION OVER.
IN GOOD-CLASS RESIDENTIAL NEIGHBOURHOOD.
LEASE 40 YEARS.
GROUND RENT £13 10s. PER ANNUM.

BROMLEY.

A FREEHOLD MAIN ROAD SITE, NEAR CORNER BROMLEY HILL AND ASH GROVE-ROAD. NEARLY OPPOSITE L.C.C. DOWNHAM ESTATE.
EMINENTLY SUITABLE FOR A SHOP.
FRONTAGE 25 FEET. DEPTH 96 FEET.

LAMBETH.

FREEHOLD STABLING
OF No. 18A, NEWPORT-STREET.
ACCOMMODATION FOR 88 HORSES. AND FOUR FLATS, MESSROOM, WORKSHOP.

ISLEWORTH.

VALUABLE FREEHOLD SHOP AND HOUSE,
197, TWICKENHAM-ROAD.
GOOD MAIN ROAD POSITION.

NORTH FINCHLEY.

FREEHOLD SHOP, FACTORY AND FLATS.
No. 98, HIGH-ROAD.
PROMINENT MAIN ROAD POSITION.
SUITABLE FOR GARAGE AND SHOWROOMS.
SITE AREA 8,943 SQ. FT.

FOREST HILL.

FREEHOLD FACTORY PREMISES,
Nos. 55-63, PERRY VALE, S.E.
SITUATED OPPOSITE FOREST HILL STATION, comprising:
LARGE YARD, BRICK-BUILT FACTORY PREMISES, ARTESIAN WELL, STABLING, ETC.

SOUTH NORWOOD.

THE CENTRALLY SITUATED LEASEHOLD STABLING
IN REAR 88, HIGH-STREET.
THIRTEEN STALLS, ONE LOOSE BOX, HARNESS ROOM, LOFT, PAVED YARD.
LEASE 20 YEARS. GROUND RENT £6 P.A.

STRATFORD.

FREEHOLD MAIN ROAD SHOP PREMISES,
Nos. 1-3, LEYTONSTONE-ROAD.
Adjoining Maryland Point Station (L.N.E.R.).
DOUBLE-FRONTED SHOP.
TWO MAISONNETTES OVER.
FRONTAGE 30 FEET. DEPTH 60 FEET.

STRATFORD.

FREEHOLD STABLING AND TWO COTTAGES,
AMBER-STREET.
ACCOMMODATION FOR 76 HORSES.
WITH VAN SHEDS, LOOSE BOXES AND HARNESS ROOMS.

YIEWSLEY.

VALUABLE FREEHOLD BUILDING SITE.
SITUATED IN CENTRE OF TOWN, CLOSE TO RAILWAY AND GRAND JUNCTION CANAL.
SITE AREA, 19,586 SQ. FT.

HORNSEY.

ATTRACTIVE FREEHOLD SHOP PREMISES.
53, HIGH-STREET.
SITUATED IN CENTRE OF HIGH-STREET.
SHOP WITH MAISONNETTE OVER.

HERNE HILL.

THE LEASEHOLD WORKSHOP PREMISES.
MILKURST, STRADELLA-ROAD.
GARAGE, WORKSHOP, STORES, OFFICES, WELL.
LEASE 45 YEARS. GROUND RENT £1 P.A.

HOUNSLOW.

FREEHOLD SHOP PREMISES.
No. 165, HANWORTH-ROAD.
IN A GOOD TRADING POSITION.

SANDERSTEAD.

FREEHOLD FARM AND BUILDINGS.
FOX FARM, SELSDON-ROAD.
VALUABLE BUILDING LAND.
FRONTAGE 950 FEET. AREA 7¼ ACRES.

Solicitor: S. L. MACANDREW, Esq., 31, St. Petersburgh-place, W.2. Surveyor: J. F. SCHILLING, Esq., F.S.I., 34, Palace-court, W.2.

Auctioneers' Offices: 117, VICTORIA STREET, S.W.1; 100c, QUEEN VICTORIA STREET, E.C.4.

(VICTORIA 8245/6.) (CITY 7068/9/70.)

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